

RECEIVED

SUB-GRANTEE APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

FILED

OCT 1 1976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 76-257

OCT 13 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
DEPUTY

Sub-Grantee Name <u>University of California at Davis</u>	
Address <u>312 Mrak Hall</u>	
City <u>Davis, CA 95616</u>	Phone: <u>752-6710</u>
Program Director <u>Micro Fiched</u>	

1. Amount of funds allocated per this sub-grant is \$ 214,419.
2. Grant period begins 10/1/76 and ends 9/30/77.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Legal Name of Sub-Grantee)

F. W. Hill

David L. Barton

(Signature of Authorized Officer)

F. W. Hill
Associate Dean for Research

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

(Typed Name and Title of
Authorized Officer)

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY John E. Lucas
DEPUTY

1 AGREEMENT NO. 76-257

2 (CETA TITLE II AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the University of California at
8 Davis, 312 Mrak Hall, Davis, CA 95616
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :

11
12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:

- 15 A. This Agreement. Micro Fiched
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.

23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.

28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:

- 31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT. **Micro Fiched**
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

14 5. TERMINATION.

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15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstanding
5 the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement
9 to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due ^{Micro Fiched} PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total compensation
22 as the services actually performed bear to the
23 total services of the SUBGRANTEE covered by this Agreement,
24 less payments of compensation previously made: Provided, however,
25 that if less than 60 percent of the services
26 covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.

4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee.

13 7. LAW. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.

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16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.

25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

- 1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.
- 3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed.
- 10 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation. Micro Fiched
- 18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.
- 26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.
- 29 14. LEGAL RELATIONSHIP.
- 30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.

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- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.

- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

10 15. PERSONNEL.

11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.

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16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.

21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

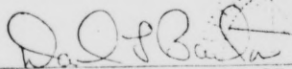
30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -

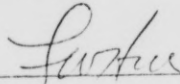
9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY 
12

CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

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October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

UNIVERSITY OF CALIFORNIA, DAVIS

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>	
One Principal Clerk	\$ 11,613	
Four Senior Typist Clerk A	42,291	
One Clerk	9,216	
One Senior Clerk	10,368	
Two Typist Clerk ($\frac{1}{2}$ time)	9,408	
One Program Representative	11,664	
One Animal Caretaker (Frozen)	-0-	Micro Fished
One Staff Research Associate	11,664	
Five Lab Assistant I	53,469	
One Assistant Storekeeper	10,626	
Two Building Maintenance Workers	22,902	
One Museum Preparator	9,747	
One Library Assistant I (Frozen)	-0-	
One Groundskeeper	11,451	
Two Principal Clerk (Frozen)	-0-	
One Clerk Typist (Frozen)	-0-	
One Assistant Storekeeper (Frozen)	-0-	
One Groundskeeper (Frozen)	-0-	
Three Library Assistant I (Frozen)	-0-	
Three Lab Assistant I (Frozen)	-0-	
One Staff Research Associate (Frozen)	-0-	
One Senior Clerk (Frozen)	-0-	
Six Clerk (Frozen)	-0-	
<u>One Laborer</u>	<u>-0-</u>	
Forty-Three		
	TOTAL	<u>\$214,419</u>

PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well. Micro Fiched

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Act of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712) Micro Fiched
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
 - k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- Micro Fiches
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
 - r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
 - t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
 - w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604). Micro Fiched
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)). Micro Fiched
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

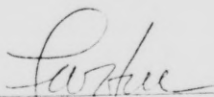
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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

(Legal Name of Applicant)

(Address)



(Signature of Authorized
Officer)

Micro Filled

Fredric W. Hill
Associate Dean for Research

(Typed Name & Title of
Authorized Officer)

(Date of Application)

RECEIVED

SEP 30 1976

LAURENCE P. HENIGAN, Clerk

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO.

76-258

SEP 30 1976

LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
DEPUTY

By _____ Deputy	
Sub-Grantee Name Washington Fire Protection District	
Address 317 Third Street	
City Broderick, CA 95605	Phone: 372-0424
Program Director	Micro Fiched

1. Amount of funds allocated per this sub-grant is \$ 33,564.2. Grant period begins 10/1/76 and ends 9/30/77.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEES is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Legal Name of Sub-Grantee)

George E. Smith, Chief
(Signature of Authorized Officer)

David L. Barton

(Typed Name and Title of
Authorized Officer)

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____

DEPUTY

1 AGREEMENT NO. 76-258
2 (CETA TITLE II AGREEMENT)
3

4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Washington Fire Protection
8 District, 317 Third Street, Broderick, CA 95605
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :
11

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- 12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

- 3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

14 5. TERMINATION.

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- 15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any ^{Micro Fiched}
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

- 1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.
- 3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed.
- 10 11. RIGHT TO REFUSE. Micro Fiched If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.
- 18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.
- 26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.
- 29 14. LEGAL RELATIONSHIP.
- 30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. **Micro Fiched**

- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE. Micro Fiched

10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -
9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California
11 BY David J. Banta Micro Fiched
12 CHAIRMAN OF THE BOARD OF SUPERVISORS
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15 SUBGRANTEE
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17 George D. Satter Chief
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October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WASHINGTON FIRE PROTECTION DISTRICT

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
Two Firefighter	\$ 24,102
<u>One</u> Clerk/Dispatcher	<u>9,222</u>
Three	
	TOTAL 33,324

Uniform Allowance:

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3 positions x \$80.00

240

TOTAL \$ 33,564

CETA TITLE II AND TITLE VIA. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indicating the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well. Micro Fiches

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
 - t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
 - w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)). Micro Fiched
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

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undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

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(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

(Legal Name of Applicant)

(Address)

George D. Saker Chief
(Signature of Authorized
Officer)

Micro Fiched

(Typed Name & Title of
Authorized Officer)

(Date of Application)

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CIVIL TITLE 11 AGREEMENT

FILED

SEP 24 1976

AGREEMENT NO. 76-259

SEP 28 1976

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

LAURENCE P. HENIGAN, Clerk

By Abraham D. Bailey
DEPUTY

Sub-Grantee Name

West Plainfield Fire Protection District

Address

Route 1, Box 2415

City

Davis, CA 95616

Phone:

662-8871

Program Director

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1. Amount of funds allocated per this sub-grant is \$ 28,134.
2. Grant period begins 10/1/76 and ends 9/30/77.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

West Plainfield Fire Protection District
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

B. D. Arnold
(Signature of Authorized Officer)

B. D. Arnold
District Business Manager
(Typed Name and Title of
Authorized Officer)

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Abraham D. Bailey
DEPUTY

(SEAL)

1 AGREEMENT NO. 76-259

2 (CETA TITLE II AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the West Plainfield Fire Pro-
8 tection District, Route 1, Box 2415, Davis, CA 95616
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :

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11
12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:

- 15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.

23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.

28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:

- 31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

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14 5. TERMINATION.

15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstanding
5 the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any re- ^{Micro Fiched}
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he, pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. Micro Fiched

11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.

18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.

28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE. Micro Fiched

10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

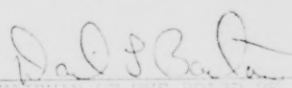
27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - Micro Filled
9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California

11 BY 
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

16
17 
18 B. D. Arnold
19 District Business Manager
20 W. P. F. P. D
21
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October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WEST MANFIELD FIRE PROTECTION DISTRICT

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>	
Three Fireman Trainee	\$ <u>27,954</u>	
		Micro Ficked
	TOTAL	27,954
Uniform Allowance:		
3 position x 12 mos. @ \$5/mo.		<u>180</u>
	TOTAL	<u>\$ 28,134</u>

PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indicating the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act. Micro Fiched

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 639 and P.L. 93-567, 88 Stat. 1813), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and Micro Fiches
- b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. Micro Fiched
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)). Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(13), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

D. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(B)). Micro Filled
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105 b).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

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undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

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(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

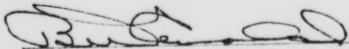
West Plainfield Fire Protection District

(Legal Name of Applicant)

(Address)

Rt. 1 Box 2415

Davis, Ca. 95616



(Signature of Authorized Officer)

B.D. Arnold

District Business Manager

(Typed Name & Title of Authorized Officer)

9-28-76

(Date of Application)

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FILED

SEP 29 1976

LAURENCE P. HENIGAN, Clerk
By *Robert C. Bailey*
DEPUTY

AGREEMENT NO. 76-260

Sub-Grantee Name	
Winters Fire Protection District	
Address	
10 Abbey Street	
City	Phone:
Winters, CA 95694	795-4131
Program Director	Micro Fiches

1. Amount of funds allocated per this sub-grant is \$ 29,232 .
2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

WINTERS FIRE DIST.
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

Robert C. Bailey
(Signature of Authorized Officer)

David L. Barton

VERNON C. BROWN FIRE CHIEF
(Signature and Title of
Authorized Officer)

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY *Robert C. Bailey*
DEPUTY

1 AGREEMENT NO. 76-260

2 (CETA TITLE II AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Winters Fire Protection
8 District, 10 Abbey Street, Winters, CA 95694
9 hereinafter referred to as SUBGRANTEE,

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10 W I T N E S S E T H :

11
12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:

- 15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.

23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.

28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:

- 31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

- 3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

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14 5. TERMINATION.

- 15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually performed bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the unperformed portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. Micro Fiched
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

- 3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

- 10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

- 18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

- 26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

- 29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employment exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. Micro Fiched

- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

Micro Fiched

10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

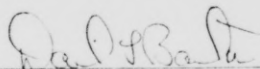
27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

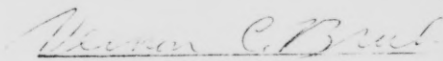
1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -
9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY  Micro Fiched
12 CHAIRMAN OF THE BOARD OF SUPERVISORS
13
14

15 SUBGRANTEE

16
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18 FIRE CHIEF WINTERS FIRE DIST.
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October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WINTERS FIRE PROTECTION DISTRICT

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
Three Firefighter	\$ 28,800
<u>One</u> Firefighter (Frozen)	<u>-0-</u>
Four	
	TOTAL 28,800

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Uniform Allowance:

3 position x 12 mos. @ \$12/mo.	<u>432</u>
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TOTAL	<u>\$ 29,232</u>
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FEDERAL INITIATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No applicant will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indicating the applicant's work group in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in absence of any costs for training to be incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: The Woodlawn Center Val College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Colusa River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

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1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and professional positions. The classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to as-
Micro Fiches
certain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act. Micro Fiched

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counseling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants
FROM: Manager Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

Micro Fiched

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the pre-requisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs. Micro Fiched
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)). Micro Fiched
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
- Micro Fiched
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 311(d)).
- (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

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undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
 9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
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10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
 11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
 12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
 13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

WINTERS FIRE DIST.
(Legal Name of Applicant)

10 ABBEY ST. WINTERS, CALIF. 95694
(Address)

Vernon C. Bruhn
(Signature of Authorized
Officer)

VERNON C. BRUHN FIRE CHIEF
(Typed Name & Title of
Authorized Officer)

9/28/76
(Date of Application)

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FILED

SACRAMENTO COUNTY

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

SUB-GRANT APPLICATION

SUB-GRANT SIGNATURE SHEET

OCT - 8 1976

CITA TITLE II AGREEMENT

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 76-261

OCT 8 1976

LAURENCE P. HENIGAN, Clerk

By *David L. Barton*
DEPUTY

Sub-Grantee Name

Yolo County Housing Authority

Address

P. O. Box 57

City

Woodland, CA 95695

Phone:

662-7043

Program Director

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1. Amount of funds allocated per this sub-grant is \$ 85,294 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

YOLO COUNTY HOUSING AUTHORITY

(Legal Name of Sub-Grantee)

Edward W. Day
(Signature of Authorized Officer)

EDWARD W. DAY CHAIRMAN

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *David L. Barton*
DEPUTY

1 AGREEMENT NO. 76-261

2 (CETA TITLE II AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Yolo County Housing
8 Authority, P. O. Box 57, Woodland, CA 95695
9 hereinafter referred to as SUBGRANTEE,

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10 W I T N E S S E T H :
11

- 12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
- 23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
- 28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and **Micro Fiches**
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

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14 5. TERMINATION.

15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim- **Micro Fiched**
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. **Micro Fiched**

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. Micro Fiched

11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.

18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.

28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

10 15. PERSONNEL.

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- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -
9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California
11 BY Paul J. Barber Micro Fiched
12 CHAIRMAN OF THE BOARD OF SUPERVISORS
13
14

15 SUBGRANTEE YOLO COUNTY HOUSING AUTHORITY
16
17 Edward W. Day
18 EDWARD W. DAY CHAIRMAN
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October 1, 1976

LISTING OF POSITIONS
CETA TITLE II
YOLO COUNTY HOUSING AUTHORITY

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
Two Maintenance Mechanic II (Frozen)	\$ -0-
Five Maintenance Mechanic I	63,388
One Secretary Receptionist	9,414
<u>One</u> Planner/Co-ordinator	<u>12,492</u>
Nine	
	Micro Fiches
TOTAL	<u>\$ 85,294</u>

PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. *Micro Filled*
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to as-^{Micro Fiched} certain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well. *Micro Fiched*

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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- b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-350), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. Micro Fiches
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
 - k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of appropriate workmen's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
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- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
 - r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
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- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)). Micro Fiches
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(L)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604). Micro Fiches
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

YOLO COUNTY HOUSING AUTHORITY

(Typed Name of Applicant)

P.O. BOX 57 WOODLAND, CA 95665

(Address)

Edward W. Day

(Signature of Authorized
Officer)

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EDWARD W. DAY CHAIRMAN

(Typed Name & Title of
Authorized Officer)

(Date of Application)

RECEIVED
OCT - 1976

LAURENCE P. HENIGAN, Clerk
Deputy

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CITA TITLE II AGREEMENT

AGREEMENT NO. 76-262

OCT - 1 1976

LAURENCE P. HENIGAN, Clerk

By David L. Barton
DEPUTY

Yolo Family Service Agency

Midtown Bldg., Suite 103, 327 College Street

City

Phone:

Woodland, CA 95695

662-2211

Program Director

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1. Amount of funds allocated per this sub-grant is \$ 8,888.
2. Grant period begins 10/1/76 and ends 9/30/77.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

Yolo Family Service Agency
(Legal Name of Sub-Grantee)

Douglas Maha
(Signature of Authorized Officer)

Douglas Maha
President of Board of Directors
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST: :

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY John E. Jones

DEPUTY

1 AGREEMENT NO. 76-262
2 (CETA TITLE II AGREEMENT)
3

4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Yolo Family Service Agency,
8 Midtown Bldg., Suite 103, 327 College Street, Woodland, CA 95695,
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H : Micro Fichec
11

- 12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
- 23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
- 28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT. **Micro Filled**
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until Micro Fiched
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

- 12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. Micro Fiched
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. Micro Filled

- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - Micro Fiched

9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California

11 BY

Don O. B. B.
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

Don O. B. B.
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October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

YOLO FAMILY SERVICE AGENCY

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
One Account Clerk	\$ <u>8,888</u>
	TOTAL \$ <u>8,888</u>

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CETA TITLE II AND TITLE VIA. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indicating the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants. Micro Fiched

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

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1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and Micro Fiches
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- Micro Fiches
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 - g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
 - h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
 - i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
 - k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- Micro Fiched
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
 - r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)). Micro Fiched
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)). Micro Fiched
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Yolo Family Service Agency
(Legal Name of Applicant)

327 College St. #103
(Address)

Micro Fiched

Angela K. H.
(Signature of Authorized Officer)

OCT 1 1976

Douglas Maha
President of Board of Directors
(Typed Name & Title of
Authorized Officer)

(Date of Application)

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

FILED

RECEIVED
SEP 29 1976

AGREEMENT NO.

76-243

SEP 29 1976

LAURENCE P. HENIGAN, Clerk

By Laurence P. Henigan
LAURENCE P. HENIGAN, Clerk

DEPUTY

Sub-Grantee Name

Yolo-Solano Air Pollution Control District

Address

323 First Street

City

Woodland, CA 95695

Phone:

666-8433

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Program Director

1. Amount of funds allocated per this sub-grant is \$ 9,525.2. Grant period begins 10/1/76 and ends 9/30/77.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

YOLO-SOLANO AIR POLLUTION
CONTROL DISTRICT

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Signature of Authorized Officer)

JAMES A. KOSLOW
AIR POLLUTION CONTROL OFFICER(Typed Name and Title of
Authorized Officer)David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORSBY Laurence P. Henigan

DEPUTY

(SEAL)

1 AGREEMENT NO. 76-263

2 (CETA TITLE II AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Yolo-Solano Air Pollution
8 Control District, 323 First Street, Woodland, CA 95695,
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :

- 11
12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following: **Micro Fiched**
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.

7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and

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12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.

16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.

21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.

23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.

29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

- 3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

14 5. TERMINATION.

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- 15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstanding
5 the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.

4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. **Micro Fiched**

13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.

16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.

25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

- 3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed.

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- 10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

- 18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

- 26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

- 29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. Micro Fiched

11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.

18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.

28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.

16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.

21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

- 1 condition precedent, or any other right hereunder.
- 2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
- 3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
- 4 same manner as if such party had been expressly named herein.
- 5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed

7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -

9 COUNTY OF YOLO, a political subdivi-

10 sion of the State of California

11 BY Donald J. Barta

12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13 YOLO-SOLANO AIR POLLUTION CONTROL

14 DISTRICT

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15 SUBGRANTEE

16

17 James A. Kaskew

18 AIR POLLUTION CONTROL OFFICER

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October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
One Engineering Aide	\$ <u>9,525</u>
	TOTAL \$ <u>9,525</u>

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

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Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

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DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them. Micro Fiched
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the pre-requisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well. *Micro Fiched*

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and Micro Fiched
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
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- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
 - t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
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- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
 - w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)). Micro Fiched
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604). Micro Fiches
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
 9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
- Micro Fiched
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
 11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
 12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
 13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI: preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

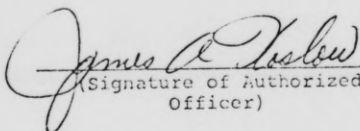
YOLO-SOLANO AIR POLLUTION
CONTROL OFFICER

(Legal Name of Applicant)

P. O. BOX 1006

323 FIRST ST., SUITE 5, WOODLAND

(Address)


(Signature of Authorized
Officer)

Micro Fiched

JAMES A. KOSLOW
AIR POLLUTION CONTROL OFFICER

(Typed Name & Title of
Authorized Officer)

SEPTEMBER 29, 1976

(Date of Application)

RECEIVED

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

FILED

SEP 30 1976

AGREEMENT NO.

76-264

SEP 30 1976

LAURENCE P. HENIGAN, Clerk

By..... Deputy

LAURENCE P. HENIGAN, Clerk

By Debra E. Conley
DEPUTY

Sub-Grantee Name

Young Men's Christian Association

Address

1300 College Street

City

Woodland, CA 95695

Phone:

666-2505

Program Director

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1. Amount of funds allocated per this sub-grant is \$ 9,210.2. Grant period begins 10/1/76 and ends 9/30/77.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

Yolo County YMCA
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

[Signature]
(Signature of Authorized Officer)

[Signature]

John C. Cobb, President
(Typed Name and Title of
Authorized Officer)

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

By [Signature]
DEPUTY

1 AGREEMENT NO. 76-264
2 (CETA TITLE II AGREEMENT)
3

4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Young Men's Christian
8 Association, 1300 College Street, Woodland, CA 95695,
9 hereinafter referred to as SUBGRANTEE,

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10 W I T N E S S E T H :
11

- 12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
- 23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
- 28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and *Micro Fiched*
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.

4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. **Micro Fiched**

13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.

16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.

25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

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- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

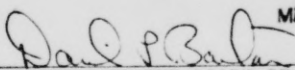
1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and ipure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -

9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

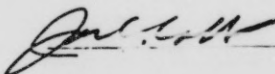
11 BY



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12 CHAIRMAN OF THE BOARD OF SUPERVISORS
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SUBGRANTEE



October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

YOUNG MEN'S CHRISTIAN ASSOCIATION

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
One Assistant Program Director	\$ <u>9,210</u>
	TOTAL <u>\$ 9,210</u>

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PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

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The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position. **Micro Fiched**

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the pre-requisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well. Micro Fiched

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs. Micro Fiched
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal Micro Fiched funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)). Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604). Micro Fiches
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program ^{Micro Fiched} will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Yolo County YMCA
(Legal Name of Applicant)

1300 College Street
(Address)

John C. Cobb
(Signature of Authorized Officer)

1300 College Street

Micro Fiched

John C. Cobb President
(Typed Name & Title of Authorized Officer)

9/30/76
(Date of Application)

RECEIVED

FILED

LAURENCE P. HENIGAN, Clerk
By: Deputy

AGREEMENT NO. 76-265

OCT - 6 1976

LAURENCE P. HENIGAN, Clerk
By: Deputy

Winters Joint Unified School District

47 Main Street

City

Phone:

Winters, CA 95694

795-4588

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1. Amount of funds allocated per this sub-grant is \$ 69,721

2. Grant period begins 10/1/76 and ends 9/30/77

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of Sub-Grantee)

John R. Graf

(Signature of Authorized Officer)

John R. Graf, District Superintendent

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
IN OFFICE CLERK OF THE
BOARD OF SUPERVISORS

BY *Laurence P. Henigan*
DEPUTY

1 AGREEMENT NO. 76-265

2 (CETA TITLE II AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Winters Joint Unified School
8 District, 47 Main Street, Winters, CA 95694
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :

11 Micro Fiched

12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:

15 A. This Agreement.

16 B. Signature sheet.

17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.

19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.

21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.

23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.

28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:

31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and **Micro Fiched**
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

- 3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

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14 5. TERMINATION.

- 15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined. **Micro Fiched**

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. **Micro Fiched**
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

- 1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.
- 3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed.
- 10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation. Micro Fiched
- 18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.
- 26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.
- 29 14. LEGAL RELATIONSHIP.
- 30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result. Micro Fiched

18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.

28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

10 15. PERSONNEL.

11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT. **Micro Fiched**

16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.

21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - Micro Fiched

9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California

11 BY DeO J. Banta
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

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15 SUBGRANTEE

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17 John R. Guss
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October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WINTERS JOINT UNIFIED SCHOOL DISTRICT

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
One Bookkeeper	\$ 8,364
Three Groundsman/Gardener	26,845
Three Library Clerk (Frozen)	-0- Micro Fiched
One Library Clerk	7,736
One Gardener (Frozen)	-0-
One Secretary	8,413
One Maintenance/Custodian (Frozen)	-0-
<u>Two</u> Maintenance/Custodian	<u>18,363</u>
Thirteen	
	TOTAL <u>\$ 69,721</u>

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position. **Micro Fiched**

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well. Micro Fiched

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and Micro Fiched
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

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- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
 - k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- Micro Fiched
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
 - r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)). Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(H) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)). Micro Fiched
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604). Micro Fiched
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

WINTERS JOINT UNIFIED SCHOOL DISTRICT
(Legal Name of Applicant)

47 Main Street

(Address)

Micro Fiched

John R. Graf

(Signature of Authorized
Officer)

John R. Graf, District Superintendent

(Typed Name & Title of
Authorized Officer)

October 1, 1976

(Date of Application)

RECEIVED

NOV - 9 1976

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CENA TITLE VI AGREEMENTAGREEMENT NO. 76-246

FILED

NOV - 9 1976

LAURENCE P. HENIGAN, Clerk
By *Alebra E. Conley*
DEPUTY

Sub-Grantee Name	
City of Davis	
Address	
226 F Street	
City	Phone: Micro Fiched
Davis, CA 95616	756-3740
Program Director	
1. Amount of funds allocated per this sub-grant is \$ <u>24,762</u>	
2. Grant period begins <u>10/1/76</u> and ends <u>9/30/77</u>	
It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor. Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.	
CITY OF DAVIS (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
<i>Howard L. Reese</i> (Signature of Authorized Officer)	<i>David L. Barton</i>
HOWARD L. REESE, CITY MANAGER (Typed Name and Title of Authorized Officer)	David L. Barton, CHAIRMAN BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY <i>Alebra E. Conley</i> DEPUTY

1 AGREEMENT NO. 76-266
2 (CETA TITLE VI AGREEMENT)
3

4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the City of Davis,
8 226 F Street, Davis, CA 95616
9 hereinafter referred to as SUBGRANTEE,

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10 W I T N E S S E T H :
11

- 12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
- 23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
- 28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and **Micro Fiched**
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

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14 5. TERMINATION.

15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim- **Micro Fiched**
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. **Micro Fiched**
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

- 3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed.

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- 10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

- 18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

- 26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

- 29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

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11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.

18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.

28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment, of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

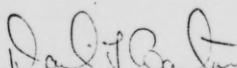
27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

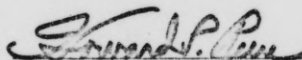
1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - **Micro Fished**
9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY 
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

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17 
18 HOWARD L. REESE, CITY MANAGER
19 CITY OF DAVIS
20
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October 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

CITY OF DAVIS

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>
Two Maintenance Worker I	\$ <u>24,450</u>
	TOTAL 24,450
	Micro Fiched
Uniform Allowance:	
2 participants x 12 mons. @ \$13/mo.	<u>312</u>
	TOTAL <u>\$ 24,762</u>

PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indicating the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, ^{Micro Filled} agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the pre-requisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well. **Micro Fiched**

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and **Micro Fiched**
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. Micro Fiched
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
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- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

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undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604). Micro Fiched
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

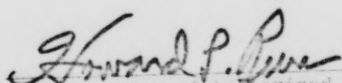
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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

CITY OF DAVIS
(Legal Name of Applicant)

226 F Street, Davis, CA 95616
(Address)


(Signature of Authorized
Officer)

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HOWARD L. REESE, CITY MANAGER
(Typed Name & Title of
Authorized Officer)

OCTOBER 13, 1976
(Date of Application)

RECEIVED
OCT - 5 1976

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

FILED

OCT - 5 1976

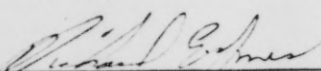
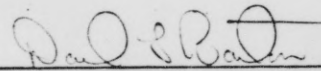
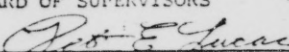
LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 76-267

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

By Algebra E. Conley
DEPUTY

Sub-Grantee Name	
<u>City of Winters</u>	
Address	
<u>P. O. Box 457</u>	
City	Phone:
<u>Winters, CA 95694</u>	<u>795-4910</u>
Program Director	Micro Fiched
1. Amount of funds allocated per this sub-grant is \$ <u>-0-</u>. 2. Grant period begins <u>10/1/76</u> and ends <u>9/30/77</u>. It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor. Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.	
City of Winters	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Legal Name of Sub-Grantee)	
<u></u>	<u></u>
(Signature of Authorized Officer)	
Administrator/Planner	David L. Barton, CHAIRMAN
(Typed Name and Title of Authorized Officer)	BOARD OF SUPERVISORS
ATTEST:	
LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS	
BY <u></u> DEPUTY	

1 AGREEMENT NO. 76-267

2 (CETA TITLE VI AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the City of Winters,
8 P. O. Box 457, Winters, CA 95694
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :

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- 11
12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and *Micro Fiches*.
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT. **Micro Fiche**

14 5. TERMINATION.

15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until **Micro Fiched**
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. **Micro Fiched**
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed.

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10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement. **Micro Fiched**

- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.

16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.

21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

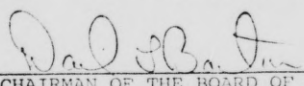
30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

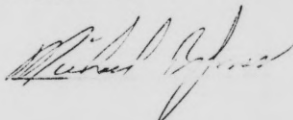
8 PROGRAM AGENT - **Micro Fished**

9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY 
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CHAIRMAN OF THE BOARD OF SUPERVISORS

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15 SUBGRANTEE

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October 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

CITY OF WINTERS

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>	
One Public Workman (Frozen)	\$ -0-	
<u>One</u> Public Workman (Frozen)	<u>-0-</u>	
Two		Micro Fiched
	TOTAL \$ -0-	
Uniform Allowance:		
1 positions x 12 mos. @ \$16/mo.	<u>-0-</u>	
	TOTAL <u>\$ -0-</u>	

PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiches
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indicating the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower, Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

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1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act. Micro Fiched

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities. **Micro Fiched**

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary. Micro Fiches
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
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- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
 - k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- Micro Fiched
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
 - r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)). **Micro Fiched**
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)). Micro Fiched
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

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undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)). Micro Filled
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

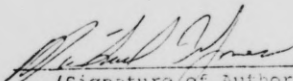
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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

City of Winters
(Legal Name of Applicant)

318 First Street
(Address)


(Signature of Authorized Officer)

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Administrator/Planner
(Typed Name & Title of Authorized Officer)

September 30, 1976
(Date of Application)

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

FILED

RECEIVED

SEP 30 1976

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO.

76-248

SEP 30 1976

LAURENCE P. HENIGAN, Clerk

By *Pat E. Lucas*
DEPUTY

By <i>Pat E. Lucas</i> DEPUTY	
Sub-Grantee Name	
City of Woodland	
Address	
300 First Street	
City	Phone:
Woodland, CA 95695	662-5416
Program Director	Micro Fiched

1. Amount of funds allocated per this sub-grant is \$ 29,888.2. Grant period begins 10/1/76 and ends 9/30/77.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

WOODLAND - CITY OF

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency
John Dark
(Signature of Authorized Officer)

JOHN DARK ACTING DIRECTOR OF FINANCE

(Typed Name and Title of
Authorized Officer)
David L. Barton
David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORSBy *Pat E. Lucas*

DEPUTY

1 AGREEMENT NO. 76-268

2 (CETA TITLE VI AGREEMENT)

3
4 THIS AGREEMENT made and entered into this 1st day of
5 October, 1976, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the City of Woodland,
8 300 First Street, Woodland, CA 95695
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :

11 Micro Fiched

- 12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
- 23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
- 28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and **Micro Fiched**
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT. *Micro Fiched*

14 5. TERMINATION.

15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE **Micro Fiched**
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. **Micro Fiched**
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.
3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed.

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10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

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- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

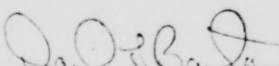
30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

- 1 condition precedent, or any other right hereunder.
- 2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
- 5 20. TIME. Time is the essence of this Agreement.

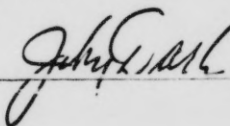
6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT -

9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY  Micro Fiched
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

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October 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

CITY OF WOODLAND

<u>Position</u>	<u>Salary & Benefits</u> <u>10/1/76 - 9/30/77</u>	
One Maintenance Man I	\$ 11,616	
One Clerk Typist I	8,260	
One Account Clerk	10,012	
• <u>One</u> Custodian I (Frozen)	<u>-0-</u>	Micro Fiched
Four	TOTAL 29,888	.
Uniform Allowance	<u>-0-</u>	
	TOTAL <u>\$ 29,888</u>	

PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. **Micro Fiched**
2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indicating the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

International Business Machines Corporation

Armonk, New York 10504

Agreement for IBM Machine Service
(Includes Systems Supplement)

To: International Business Machines Corporation

FILED

Agreement No.: 130417

Branch Office Address:

Br. Off. No.: 376

520 Capitol Mall
Sacramento, California 95814

Name and Address of Customer:

Customer No.: 99444-02

County of Yolo
Assessor
~~500 First Street~~ 725 Court St.
Courthouse

NOV 15 1976
LAURENCE P. HENIGAN, Clerk
By *Deputy*
DEPUTY

Woodland, California 95695

International Business Machines Corporation (IBM), by its acceptance hereof, agrees to furnish to the Customer, in accordance with this Agreement, its IBM machine service comprising the use of the below listed machines and features (called machine or machines) and machine maintenance service.

Type	Model/Special Feature	Description	Quantity	Monthly Availability Charge Each
0129	002	Data Recorder	1	\$156.00

NOTE: Effective 07/01/77 the Monthly Availability Charge will increase to \$163.00 per the September 29, 1976 Price Increase Announcement.

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REC'D IBM
SACRAMENTO CEM

Monthly Availability Charges invoiced will be as of the first of each month. Payment shall be made in full within thirty days after the date of invoice.

Term of Agreement

This Agreement is effective from the date it is accepted and shall remain in force, except as otherwise provided, for one year from the date the first machine is installed ready for use, and may be terminated by either party then, provided written notice is received three months prior, otherwise this Agreement shall remain in full force and effect. Thereafter it may be terminated or any of the

machines may be discontinued by either party at the end of any calendar month provided three months' prior written notice is received.

Charges

The charges shown on the face hereof are those currently in effect. All charges are subject to change upon three months' notice. If

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

the Monthly Availability Charge is charged for any machine, the Customer may discontinue it or terminate this Agreement on the effective date of such change; otherwise, the new charge shall become effective.

There is a Monthly Availability Charge for each machine. In addition, there may be Additional Monthly Charges in accordance with the Rental Plan or Extra Shift Plan designated for each machine as follows:

RENTAL PLAN A

The Customer is entitled to accumulate up to 176 hours of billable time in any calendar month for the basic Monthly Availability Charge. IBM will install and maintain its meters for the purpose of recording billable time. In order to ensure timely meter readings, the Customer agrees to furnish a monthly report to IBM showing the meter readings for each machine as of the close of the last work day of each calendar month. The Customer agrees to use due care not to interfere with the proper operation of the meters. Additional monthly charges will be at IBM's established rates for billable time in excess of 176 hours in any calendar month. When a machine is installed for part of a calendar month, there are two alternative methods of prorating, and the hours of billable time for the partial month subject to the Additional Monthly Charges will be the lesser result of the two methods:

a) The 176 hours will be prorated on the basis of a 30-day month and the charge will be computed on the hours of billable time in excess thereof, or

b) When a machine has been installed for the three preceding calendar months, the average monthly hours of additional billable time for that period will be prorated on the basis of a 30-day month and the charges will be computed on the prorated portion.

RENTAL PLAN B

The Monthly Availability Charges for these machines are the entire charges for use in any calendar month. Charges for partial months will be prorated on the basis of a 30-day month.

EXTRA SHIFT PLAN

The Monthly Availability Charges include the use of machines by only one shift of machine operating personnel. When a machine is used by more than one shift of machine operating personnel, an extra charge for each hour of use by such extra shifts shall be made at the rate of 1/176th of 50% of the Monthly Availability Charges. Charges for partial months will be prorated on the basis of a 30-day month.

The Monthly Availability Charge for each machine commences on the day following that on which each machine is installed ready for use.

There shall be added to the above charges amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the machines or their use, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of personal property taxes assessed on the machines and taxes based on net income.

Additional or Replacement Machines

Machines, in addition to the above or to replace any the Customer may have in use, will be furnished, if available, to the Customer under this Agreement, at the schedule of charges in effect on the date such machines are installed ready for use.

Cards and Tape

Cards, tape, other supplies, accessories and disk devices used to operate the machines are to meet the necessary IBM specifications.

Maintenance

IBM will keep the machines in good working order and will make all necessary adjustments and repairs. For this purpose IBM shall have full and free access to the machines. The required suitable electric current to operate the machines in a suitable place of

installation with all facilities as specified in IBM's Installation Manual will be furnished by the Customer. IBM will not furnish maintenance service if the machines are located outside the United States, Puerto Rico or the Canal Zone.

Risk of Loss

During the period the machines are in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risks of loss or damage to the machines except for his responsibility for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination.

Alterations and Attachments

Upon prior written notice to IBM, alterations in or attachments to the machines may be made. If the alteration or attachment interferes with the normal and satisfactory operation or maintenance of any of the machines in such manner as to increase substantially the cost of maintenance thereof, or create a safety hazard, the Customer will, upon notice from IBM to that effect, promptly remove the alteration or attachment and restore the machines to their normal condition.

Transportation and Traveling Expenses

All transportation, rigging and drayage charges upon the machines, both from and to the IBM plants, are to be paid by the Customer including those necessitated by capacity changes ordered by the Customer. Necessary packing cases for the return of the machines and a representative to supervise the packing will be furnished by IBM without charge. The cost of labor for crating and uncrating machines is a Customer expense except when it is performed at either an IBM plant or reconditioning location.

There will be no charge for travel expense associated with services under this Agreement except that actual travel expense shall be charged in those unusual instances where the site at which the machine is located is not normally accessible by private automobile or scheduled public transportation.

Warranty

IBM warrants that the above machines when installed will be in good working order and will conform to IBM's official published specifications. Without additional charge IBM will make all adjustments, repairs and parts replacements necessary to maintain the machines. All machines are supplied subject to these warranties, and IBM's obligation hereunder is limited to repair or replacement of any parts or machines when it determines that they do not conform to these warranties.

The foregoing Warranty is in lieu of all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Limitations

The use of the machines will be under Customer's exclusive management and control. The Customer will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, for establishing the necessary control over access to data, and for establishing all proper check points and procedures necessary for the Customer's intended use of the machines and the security of the data stored therein.

IBM will not be liable for personal injury or property damage except personal injury or property damage caused by IBM's negligence.

IBM shall in no event have obligations or liabilities for consequential damages even if IBM has been advised of the possibility of such damages.

The Customer agrees that IBM will not be liable for any damages caused by Customer's failure to fulfill any Customer responsibilities as set forth above or for any lost profits or for any claim or demand by any other party.

General

The terms and conditions of this Agreement supersede those of all previous agreements between the parties with respect to IBM machine service, and such service hereafter is subject to the terms and conditions of this Agreement.

This Agreement is not assignable; none of the machines may be sublet, assigned or transferred by the Customer without the prior written consent of IBM. Any attempt to sublet, assign or transfer any of the rights, duties or obligations of this Agreement is void.

The Customer agrees to keep IBM informed of the location of all machines.

Either party may terminate this Agreement for failure of the other to comply with any of its terms and conditions.

All machines remain IBM's property and may be removed by IBM at any time after termination of this Agreement.

The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and further, agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement.

This Agreement will be governed by the laws of the State of New York.

Micro Fiched

Received by IBM at Sacramento/376
DP Branch/Office Name/Number

By Jack R. Scarzella
Manager's Signature

Jack R. Scarzella
Manager's Name (Type or Print)

On 10/18/76
Date

Accepted by:
International Business Machines Corporation

By J. E. Asinger, Jr.
Authorized Signature

J. E. Asinger, Jr.
Name (Type or Print)

Manager of Business Plans & Controls
Title

On 11-8-76
Date

Approved as to Form
Dated 11-15-76
Robert M. Albert
County Counsel of Yolo County

REC'D IBM
SACRAMENTO CEM

OCT 15 10 33 PM '76

County of Yolo MISSISSIPPI

By David L. Barton
Chairman, Board of Supervisors
County of Yolo, State of Calif.

David L. Barton
Name (Type or Print)

On Oct. 5, 1976
Date

PLEASE PRESS FIRMLY WITH BALL POINT PEN ON HARD SURFACE FOR MAXIMUM LEGIBILITY.

Amendment to Agreement for IBM Machine Service—Fiscal Year Price Protection
(State and Local Government)

To: International Business Machines Corporation

Agreement No.:

130417

Branch Office Address:

520 Capitol Mall
Sacramento, California 95814

Branch Office No.: 376

Customer No.: 99444-02

Name and Address of Customer:

County of Yolo
Assessor
725 Court St.
Courthouse
Woodland, California 95695

International Business Machines Corporation (IBM) and the Customer agree that the above referenced Agreement for IBM Machine Service and any System Supplements thereto and the Amendment to the Agreement for IBM Machine Service—Fixed Term Plan (FTP), Amendment to Agreement for IBM Machine Service—Extended Term Plan (ETP) and Amendment to Agreement for IBM Machine Service—Term Lease Plan (TLP) are amended when this amendment is accepted by IBM by an authorized signature at its Regional or Divisional Headquarters.

The following provision is added after the second sentence to the charges section of the Agreement for IBM Machine Service, after the fifth sentence in the charges section of the Amendments to the Agreement for IBM Machine Service—Fixed Term Plan, Extended Term Plan and after the sixth sentence in the charges section of the Amendment to the Agreement for IBM Machine Service—Term Lease Plan.

"However, no increase in the monthly availability charges shall become effective during the Customer's twelve-month fiscal year in which such notice is given, for the machines installed during that fiscal year.

The Customer's fiscal year is from (07 01) to (06 30)
Month Day Month Day

Micro Fiched

The terms of this amendment may be modified by IBM at the end of the Customer's fiscal year upon three months' prior written notice to the Customer.

Received by IBM at: Sacramento/376

DP Branch Office Name Number

By:

Manager's Signature

Jack R. Scarzella

Manager's Name (Type or Print)

On:

11/03/76

Date

Accepted by:

International Business Machines Corporation

By:

Authorized Signature

J. E. Asinger, Jr.

Name (Type or Print)

Manager of Business Plans & Controls

On:

11-8-76

Date

County of Yolo (Assessor)

Customer

By:

Authorized Signature

MALCOLM A. NICOLSON

Name (Type or Print)

Acting Assistant Assessor

Title

On:

3 November 1976

Date

PLEASE PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE FOR MAXIMUM LEGIBILITY.

 Nov 3 4 00 AM '76
 REC'D IBM
 SACRAMENTO CEM

XEROX

Government Service Agreement

76-281

Micro Fiched

Xerox agrees to furnish and Customer agrees to hire the services of

4500 Copier

27213

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule CM as revised from time to time.

Contract No.

Group No.

107100000963

Installation Address

Customer Name and Billing Address

COUNTY OF YOLO
COUNTY COUNSEL
PO BOX 127
WOODLAND, CA 95675

COUNTY OF YOLO
COUNTY COUNSEL
COURT HOUSE ROOM 306
WOODLAND, CA 95675

FILED

OCT 19 1976

Earliest Customer Acceptance Date

10/1/76

LAURENCE P. HENIGAN, Clerk

By Sebra & Cooley
DEPUTY

Equipment Purchase Order Required

☐ Yes☐ No, If Yes Complete Below.

Equipment Purchase Order No.:

From 11/1 To 11/1

Special Reference Number:

Customer authorizes initial supplies:

Yes:

No

(Customer's Initials)

Supply Purchase Order No.:

Supply Agreement No.:

Supply Purchase Order

☐ Not Necessary☐ Attached☐ To Follow

CUSTOMER'S SIGNATURE

By County of Yolo

Title:

Chairman

Form 550 Board of Supervisors

XEROX CORPORATION

By Ben & BenieTitle: SSREmpl. No. 3396Branch 5

CUSTOMER COPY

OK
FILED

OCT 13 1976

LAURENCE P. MENIGAN, Clerk

DEBRA E. CONLEY

By _____
DEPUTY

Agreement No. 76-322

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_____ , California

_____ , 1976

BURNICE A. KRULL
GRANTOR

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 76-31 in the form of an Easement Deed covering the following described property:

Two sixty foot wide strips of land being portions of Swamp Land Survey Number 473, Yolo County, California, said strips being more fully described as follows:

PARCEL 1

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COMMENCING at the intersection of the centerline of Willow Point Road with the West boundary line of Holland Land Company Subdivision Number 9A, as said intersection appears of record on the Map of said Subdivision filed in Book 3 of Maps at Page 48, Yolo County Records; thence South 89°48'42" West 2046.98 feet to THE TRUE POINT OF BEGINNING; THENCE North 00°11'18" West, 30.00 feet to the point of beginning of a non-tangent curve, a radial line through said point bears South 00°11'18" East; thence along said curve, concave to the Northeast, with a radius of 470.00 feet, through a central angle of 51°22'35", with a chord bearing North 64°30'00" West 407.47 feet, an arc length of 421.44 feet to the Easterly line of the Sacramento Northern Railway property, a non-tangent line; thence South 29°37'02" West, 63.96 feet along said Easterly line to a point in a non-tangent curve, a radial line through said point bears South 48°38'43" West; thence along said curve, concave to the Northeast, with a radius of 530.00 feet, through a central angle of 48°50'01", with a chord bearing South 65°46'17" East 438.17 feet, an arc length of 451.72 feet; thence North 00°11'18" West 30.00 feet along a radial line of said curve to the true point of beginning.

Containing 0.601 acres.

PARCEL 2

COMMENCING at the intersection of the Easterly line of the Sacramento Northern Railway property with the Northerly line of Parcel 1, herein before described; thence along the continuation of said Northerly line on a curve concave to the Northeast, with a radius of 470.00 feet, through a central angle of 02°23'40", with a chord bearing North 37°36'53" West, 19.64 feet, an arc length of 19.64 feet to a tangent line; thence North 36°25'03" West 67.73 feet to the Westerly line of the Sacramento Northern Railway property, THE TRUE POINT OF BEGINNING; THENCE continuing North 36°25'03" West 680.35 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 530.00 feet; through a central angle of 53°30'00", with a chord bearing North 63°10'03" West, 477.10 feet, an arc length of 494.89 feet;

1 thence North 89°55'03" West 3.32 feet to the West boundary line of
2 Holland Land Company Subdivision Number 5, the Map of said
3 Subdivision being filed in Book 3 of Maps at Page 36, Yolo County
4 Records; thence South 60.00 feet along said West boundary line;
5 thence South 89°55'03" East 3.23 feet to a tangent curve; thence
6 along said curve, concave to the Southwest, with a radius of
7 470.00 feet, through a central angle of 53°30'00", with a chord
8 bearing South 63°10'03" East 423.09 feet, an arc length of 438.86
9 feet; thence South 36°25'03" East 707.02 feet to the Westerly line
10 of the Sacramento Northern Railway property; thence
11 North 29°37'02" East 65.66 feet along said Westerly line to the
12 true point of beginning.

13 Containing 1.604 acres.

14 has been executed and delivered to Lloyd H. Roberts, Director of
15 Public Works of the County of Yolo.

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16 In consideration of which, and the other consideration
17 hereinafter set forth, it is mutually agreed as follows:

18 I. The parties have herein set forth the whole of their
19 agreement.

20 The performance of this agreement constitutes the entire
21 consideration for said document and shall relieve the County of
22 all further obligations or claims on this account, or on account
23 of the location, grade and construction of the proposed public
24 improvement.

25 II. The County shall:

26 A. Pay all escrow and recording fees incurred in this
27 transaction including documentary tax stamps, if required, and if
28 title insurance is desired by the County, the premium charged
29 therefore.

30 This transaction will be handled through an escrow
31 number 70621 with Western Title Guaranty Company of Woodland.

32 B. Upon completion of this project, known as Willow
33 Point Road, Work Order Number 4254 and the opening of the same
34 to public travel, the Board of Supervisors, pursuant to Section
35 960.1 of the Streets and Highways Code, will abandon all that
36 portion of Willow Point Road lying Southerly and Westerly of the
37 hereinabove described Parcels 1 and 2.

1 C. During construction of this project the County will:

2 1. Remove the existing pavement and base of that portion
3 of Willow Point Road which is to be superceded by the new construc-
4 tion and as shown on Exhibit A, attached hereto.

5 2. Construct gravel driveway aprons at Engineers Station
6 21+25 right and Engineers Station 30+25 right and left as shown on
7 Exhibit A, attached hereto.

8 3. Install a 20 foot wide gate at Engineers Station 30+25
9 right.

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10 4. Dispose of material excavated within the hereinabove
11 described property in the marsh area as shown on Exhibit A,
12 attached hereto.

13 III. It is mutually understood and agreed that upon completion of
14 the above mentioned driveway, it shall be considered as an encroach-
15 ment under permit upon the County Road and is to be maintained,
16 repaired, and operated as such by Grantor in accordance with and
17 subject to the laws of the State of California and the rules and
18 regulations of the Department of Public Works of the County of
19 Yolo.

20 IV. Grantor hereby agrees to permit County or its Contractor to
21 enter upon the lands of the Grantor as may be necessary to accom-
22 plish the work as described in C above.

23 IN WITNESS WHEREOF, the parties have executed this agreement
24 the day and year first above written.

25 * Burnice A. Krull
BURNICE A. KRULL

26 Dated: Sept 2, 1976

27 RECOMMENDED FOR APPROVAL

28 BY Lloyd H. Roberts

Approved as to Form

Dated 10-13-76

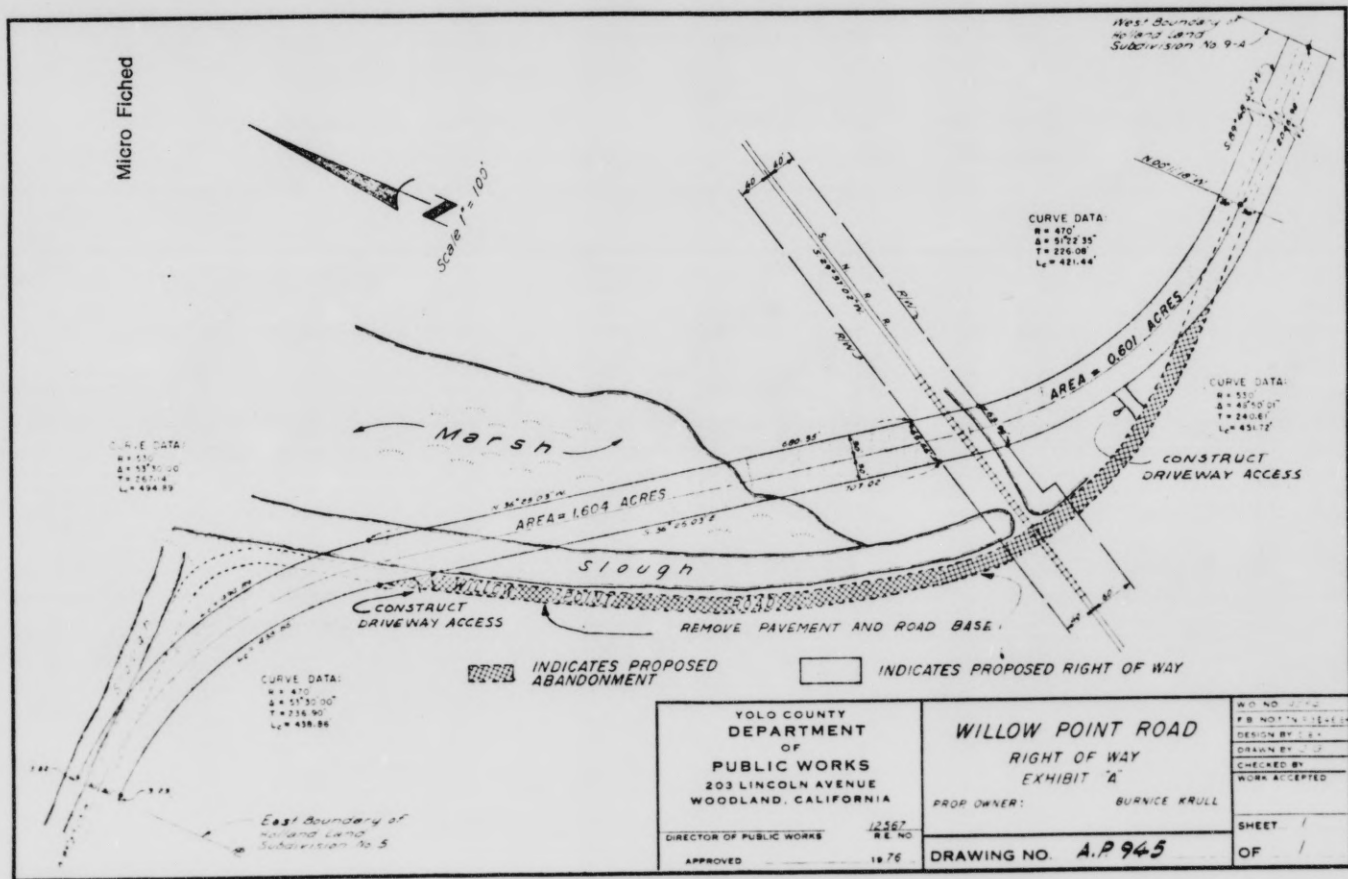
Lloyd H. Roberts
County Counsel of Yolo County

COUNTY OF YOLO

Sal J. Balta
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

32 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

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BK
OCT 12 1976
JUL 12 1976
Paula M. Polger
AGREEMENT NO. 76-281

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 12th day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and KENTON C. KEITHLY, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide janitorial service for the Yolo Branch Library and shall include the following services:
 - A. Empty all ash trays;
 - B. Empty all wastebaskets;
 - C. Dust counters, desk, tables, ledges, chairs and other flat surfaces;
 - D. Dust mop floors;
 - E. Wet mop floor as needed;
 - F. Clean and wax floor as needed - 5 or 6 times a year;
 - G. Keep front door frames and glass clean;
 - H. Clean and sanitize restroom;
 - I. Wash windows as needed;
 - J. Sweep and hose porch;
 - K. Change light tubes as needed or requested by the Branch Assistant;
 - L. Change air conditioner filters as needed or requested by the Branch Assistant.
 - M. Gardening services consisting of general upkeep of the grounds including water, weeding, raking, cleaning, pruning and fertilizing as needed.
2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees as follows:

1 A. To pay the sum of ONE HUNDRED (\$100) DOLLARS per month.
2 Payment shall be made upon presentation each month of a
3 claim for services therefor approved by the Yolo County
4 Librarian.

5 B. To provide equipment and necessary supplies upon request.

6 3. IT IS MUTUALLY AGREED AS FOLLOWS:

7 A. In the performance of the work, duty and obligations
8 devolving upon it under this agreement, CONTRACTOR is at
9 all times acting and performing as an independent con-
10 tractor conducting his business of rendering janitorial
11 service.

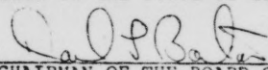
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12 B. The term of this agreement shall commence as of the 1st
13 day of July 1976 and shall terminate on June 30, 1977.
14 This agreement may be terminated by either party upon
15 thirty (30) days' written notice.

16 C. No alteration nor variation of the terms of this agree-
17 ment shall result unless made in writing and signed by
18 the parties hereto, and no oral understandings or agree-
19 ments not incorporated herein, and no alterations or
20 variations of the terms hereof unless so made shall be
21 binding on the parties.

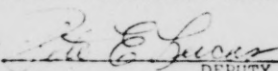
22 IN WITNESS WHEREOF, the parties hereto have executed
23 this agreement the day and year first above written.

24 COUNTY OF YOLO, a political subdi-
25 vision of the State of California

26 BY 

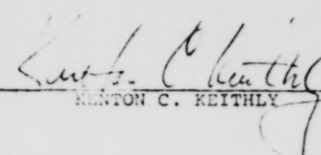
27 LAURENCE P. HENIGAN, CLERK

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

28 BY 

DEPUTY

29 (SEAL)

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32 KENTON C. KEITHLY

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AGREEMENT NO. 76-784

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 12th day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and KENTON C. KEITHLY, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide janitorial services for the Esparto Library at least twice a week and shall include the following services:
- A. Empty all ash trays; Micro Fished
 - B. Empty all wastebaskets;
 - C. Dust counters, desks, tables, ledges, chairs and other flat surfaces;
 - D. Brush down all spider webs;
 - E. Vacuum all floors and mats;
 - F. Dust, wet mop and wax bare floors as needed;
 - G. Keep front door frames and glass clean;
 - H. Clean and sanitize restroom;
 - I. Wash windows as needed;
 - J. Change light globes as needed;
 - K. Change air conditioner filters as needed;
 - L. Vacuum books and stacks on a continuing basis.
2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees as follows:
- A. To pay the sum of EIGHTY-FIVE (\$85) DOLLARS per month.
 - B. To provide equipment and necessary supplies upon request.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
- A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at

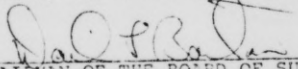
1 all times acting and performing as an independent con-
2 tractor conducting his business of rendering janitorial
3 service.

4 B. The term of this agreement shall commence on the 1st day
5 of July, 1976 and shall continue until June 30, 1977.
6 This agreement may be terminated by either party upon
7 thirty (30) days' written notice. Micro Fiched

8 C. No alteration nor variation of the terms of this agreement
9 shall result unless made in writing and signed by the
10 parties hereto, and no oral understandings or agreements
11 not incorporated herein, and no alterations or variations
12 of the terms hereof unless so made shall be binding on
13 the parties.

14 IN WITNESS WHEREOF, the parties hereto have executed
15 this agreement as of the day and year first above written.

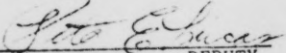
16 COUNTY OF YOLO, a political subdi-
17 vision of the State of California

18 BY 

19 CHAIRMAN OF THE BOARD OF SUPERVISORS

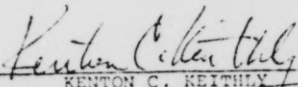
20
21 ATTEST:

22 LAURENCE P. HENIGAN, CLERK

23 BY 

24 DEPUTY

25 (SEAL)

26
27
28 
29 KENTON C. KEITHLY
30
31
32

FILED
OCT 21 1976

AGREEMENT NO. 76-285

LAURENCE P. HENIGAN, Clerk

By Debra E. Conley

made and entered into this 24th day of August, 1976 by and between NORTH AMERICAN ENTERPRISES, INC. hereinafter referred to as "Petitioner" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Petitioner has filed a petition for abandonment of a portion of Stephens Street in the Town of Madison, described in Exhibit "A" attached hereto and promises to dedicate to the County a parcel of land for highway purposes, described in Exhibit "B" attached hereto.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1. That the aforementioned Exhibit "A" be revised to exclude from said abandonment, all that portion of Stephens Street lying between the Northerly line of Main Street and the Northerly line of a 16.00 foot wide alley in Blocks 11 and 12, as said blocks appear on the official map of the Town of Madison, filed in the Office of the Recorder of Yolo County, in Book V of Deeds, at Page 417, and further being a strip of land 80.00 feet wide and 136.00 feet in length.
2. That upon abandonment of that portion of Stephens Street, described in the aforementioned Exhibit "A" and subsequent reversion of title to said land, Petitioner agrees to Irrevocably Grant, Convey and Dedicate to the County, for highway purposes, that certain parcel of land described in Exhibit "B".
3. That nothing contained herein shall be construed as an acceptance for maintenance of any part or portion of said dedication.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

BY Joe P. Barta

CHAIRMAN, BOARD OF SUPERVISORS

NORTH AMERICAN ENTERPRISES, INC.

BY Charles J. Jurek

President

BY Joe J. Jurek

Vice-President

(Seal)

ATTEST:

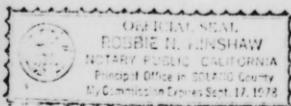
LAURENCE P. HENIGAN
County Clerk

By John E. Lucas

Deputy

STATE OF CALIFORNIA
COUNTY OF Yolo

ON August 16, 1976, before me, the
undersigned, a Notary Public in and for said County and State, personally appeared
Orlando Sanchez and Joseph Sanchez



known to me to be the person S whose name s are subscribed to the within
instrument, and acknowledged to me that they executed the same.

Notary's Signature

Robbie N. Vinshaw

GENERAL ACKNOWLEDGMENT
Form No. 16

Micro Fiched

Recommended for Approval to the
Board of Supervisors of the
County of Yolo:

Lloyd H. Roberts
Director of Public Works

APPROVED AS TO FORM:

Carl A. Hart
County Counsel
Deputy

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EXHIBIT "A"

All of that real property situated in Madison, County of Yolo, State of California described as follows:

All that portion of Stephens Street as shown on the map of "Madison" filed in the Office of the Recorder of Yolo County, California in Book V of Deeds, at Page 417; lying between the South right of way line of Rudolph Street and the North right of way line of Archer Street and between the South right of way line of Archer Street and the North right of way line of Main Street.

Subject to any and all reservations and easements for Public Utilities that may exist.

Micro Fiched

EXHIBIT-A

EXHIBIT "B"

All that real property situated in the County of Yolo, State of California, described as follows:

Beginning at a point that is distant North 79°45'00" West, a distance of 20.00 feet from the Northeasterly corner of Lot No. 1, of Block No. 12, as said Lot and Block appear on that certain map of the Town of Madison, filed in Book V of Deeds, at Page 417, Official Yolo County Records.

Thence from said point of beginning, South 10°15'00" West, parallel with and 20.00 feet Westerly of the Easterly line of said Block 12, a distance of 120.00 feet; thence South 79°45'00" East, a distance of 60.00 feet; thence North 10°15'00" East, a distance of 120.00 feet to a point on the easterly prolongation of the Northerly line of said Block 12; thence North 79°45'00" West, a distance of 60.00 feet to the point of beginning.

Containing .165 acres of land.

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EXHIBIT-B

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act. Micro Fiched

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the pre-requisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) Micro Fiched within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

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- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)). **Micro Fiched**
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604). Micro Fiched
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
 9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
- Micro Fiched
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
 11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
 12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
 13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205(c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

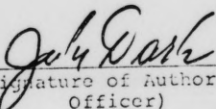
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

CITY OF WOODLAND

(Legal Name of Applicant)

300 First St Woodland, CA 95695

(Address)



(Signature of Authorized Officer)

JOHN DARK ACTING DIRECTOR OF FINANCE

(Typed Name & Title of Authorized Officer)

(Date of Application)

Micro Fiched

SUPERSEDED BY
Agreement # 77-47
& M.O. 77-173
2-8-77

AGREEMENT NO. 76-269

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT

THIS FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT made this 6th day of April 1976 by and between COUNTY OF EL DORADO, COUNTY OF NEVADA, COUNTY OF PLACER, COUNTY OF SACRAMENTO, COUNTY OF SIERRA, COUNTY OF SUTTER, COUNTY OF YOLO, AND COUNTY OF YUBA, State of CALIFORNIA.

RECITALS

WHEREAS, six of the parties hereto have previously entered into a Joint Powers Agreement for the purpose of providing the implementation, operation, and management of an Emergency Medical Services Communication Sub System within the counties of El Dorado, Nevada, Placer, Sacramento, Sierra and Yolo, State of California dated November 1, 1975 and

Micro Filled

WHEREAS, the counties of Sutter and Yuba, State of California have requested inclusion in said agreement;

NOW, THEREFORE be it resolved that the agreement is hereby amended to include the counties of Sutter and Yuba, State of California as full participants under the Joint Powers Agreement in accordance with the provisions of the Government Code, State of California (Section 6500, et seq.) and;

BE IT FURTHER RESOLVED that the Joint Powers Agreement be amended throughout to reflect eight (8) participants rather than six (6) and that in all other respects and except as herein expressly modified, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF the under signed counties of State of California have executed this Agreement upon the respective data after their signatures.

COUNTY OF EL DORADO

Chairman	Date of Approval
Board of Supervisors	

COUNTY OF NEVADA

Chairman	Date of Approval
Board of Supervisors	

COUNTY OF PLACER

Chairman	Date of Approval
Board of Supervisors	Micro Fiched

COUNTY OF SACRAMENTO

Chairman	Date of Approval
Board of Supervisors	

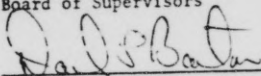
COUNTY OF SIERRA

Chairman	Date of Approval
Board of Supervisors	

COUNTY OF SUTTER

Chairman	Date of Approval
Board of Supervisors	

COUNTY OF YOLO

	9-18-16
Chairman	Date of Approval
Board of Supervisors	

COUNTY OF YUBA

Chairman	Date of Approval
Board of Supervisors	

SUPERSEDED BY
Agreement # 77-47
M.O. 77-193
2-4-77

AGREEMENT NO. 76-270
THE SECOND AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT

THIS SECOND AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT made this 15th day of June, 1976, by and between COUNTY OF EL DORADO, COUNTY OF PLACER, COUNTY OF SIERRA, COUNTY OF SUTTER, COUNTY OF NEVADA, COUNTY OF SACRAMENTO, COUNTY OF YOLO and COUNTY OF YUBA, State of California.

R E C I T A L S

WHEREAS, the parties hereto have previously entered into a joint exercise of powers agreement for the purpose of providing the implementation, operation and management of an emergency medical services communication sub-system in the Counties of El Dorado, Placer, Nevada, Sacramento, Sierra and Yolo, State of California, dated November 1, 1975, which Agreement was subsequently amended on or about April 19, 1976, to include the Counties of Sutter and Yuba, State of California, both of which Agreement and Amendment are hereby referred to for convenience as the "Agreement"; and

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WHEREAS, the parties hereto desire to further amend the said Agreement to provide for additional powers;

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions hereinafter contained, the Agreement is amended as follows:

1. Article 1 of the Agreement is amended to read as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to accomplish a unified action by county governments in developing solutions to multi-county emergency medical communication problems by implementing, operating and managing an Emergency Medical Communication Sub-system by and through a joint powers agency which, among other things, may receive federal grants; provide necessary on-going management of the Emergency Medical System Communications Sub-system for

maximum utilization of equipment, facilities and services; and expend money authorized by grants to the County of Sacramento on behalf of the Sierra-Sacramento Valley Emergency Medical Services Project for the purpose of employing personnel, purchasing equipment and supplies, and training personnel all with respect to the provision of emergency medical services programs for the Sierra-Sacramento Valley Emergency Medical Services Project.

2. In all other respects and except as herein expressly modified, the Agreement as previously amended remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Counties of the State of California have executed this Agreement upon the respective dates set forth after their signatures.

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COUNTY OF EL DORADO

Chairman of the Board of Supervisors

DATE OF APPROVAL: _____

COUNTY OF NEVADA

Chairman of the Board of Supervisors

DATE OF APPROVAL: _____

COUNTY OF PLACER

Chairman of the Board of Supervisors

DATE OF APPROVAL: _____

COUNTY OF SACRAMENTO

Chairman of the Board of Supervisors

DATE OF APPROVAL: _____

COUNTY OF SIERRA

Chairman of the Board of Supervisors

DATE OF APPROVAL: _____

COUNTY OF YOLO

D. J. B. L.
Chairman of the Board of Supervisors

COUNTY OF SUTTER

Chairman of the Board of Supervisors

COUNTY OF YUBA

Chairman of the Board of Supervisors

DATE OF APPROVAL: 9-28-76

DATE OF APPROVAL: _____

DATE OF APPROVAL: _____

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AMENDMENT OF TITLE II SUBGRANT AGREEMENT

This Amendment of Subgrant by and between SACRAMENTO-YOLO
EMPLOYMENT AND TRAINING AGENCY (herein called Prime Sponsor)

County of Yolo a Political Subdivision

(herein called Program Agent).

WITNESSETH:

1. The parties hereto have heretofore entered into Subgrant
No. 75-268, and hereby enter into Amendment No. 2
thereto.
2. The term of said Subgrant is hereby extended for the period
starting July 1, 1976, and ending December 31, 1976.
3. The sum of \$1,013,328.23 previously granted to Program
Agents per subgrant 75-268 dated August 1, 1975
is hereby increased by \$83,814.00 to a new subgrant
total of \$1,097,142.23 for the continuation of Program
Agent's program during the term of this Amendment. **Micro Fiched**
4. The funds subgranted by this Amendment shall be used strictly
in accordance with the attached budget and all the terms and
conditions of the Subgrant hereby amended.
5. Program Agent shall perform its program in accordance with
the Narrative Description of the Title II Program, Program
Planning Summary, Budget Information Summary, Monthly
Schedule, Public Service Employment Occupational Summary,
and Program Summary Attached hereto.
6. Except as set forth in this Amendment all the terms and
conditions of the Subgrant are hereby ratified and confirmed

IN WITNESS WHEREOF,

this Amendment has been signed in duplicate by and on behalf of
the parties hereto this day.

Date Sept 28, 1976 Sacramento-Yolo Employment and
Training Agency, a Joint Powers
Agency

By [Signature] Chairman

County of Yolo, a Political
Subdivision

ATTEST:
LAURENCE P. HENIGAN, CLERK

By [Signature] By [Signature]
Chairman, Board of Supervisors

BK
OCT 19 1976

LAURENCE P. HENNING, Clerk

AGREEMENT NO. 76- 272

By.....

By Debra P. Conley
DEPUTY

(Agreement for Head Caretaker at the
Broderick Boat Ramp)

RECEIVED
OCT 19 1976
LAURENCE P. HENNING, Clerk
Deputy

THIS AGREEMENT made and entered into this 20th day of
September, 1976, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter referred to
as COUNTY, and FERNANDO AYALA, hereinafter referred to as
CONTRACTOR,

WITNESSETH:

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WHEREAS, on the 10th day of June, 1974, by Agreement No.
74-98, COUNTY entered into an operation and maintenance agreement
with the State of California, Department of Navigation and Ocean
Development for development of the Broderick Launching facility
wherein COUNTY agreed to provide all necessary maintenance and
upkeep of said launching facility, said maintenance to include
the keeping of the sanitary facilities in good repair and free
from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure
competent maintenance services for the Broderick Boat Ramp; and

WHEREAS, CONTRACTOR is an individual capable of rendering
the desired services for said Boat Ramp;

NOW, THEREFORE, the parties hereto, for and in considera-
tion of the covenants, agreements, and stipulations hereinafter
expressed, do mutually agree as follows:

1. CONTRACTOR agrees:

- A. To serve as caretaker for the Broderick Launching
Facility restrooms, and to open the restrooms in the
morning not later than sunrise daily and to close said
area not earlier than sunset or not later than 11:00
o'clock P. M., seven days a week, 365 days a year.
- B. To empty the trash containers, re-stock toilet paper and

1 towels as necessary, and to keep the sanitary facilities
2 in good repair and free from unsightly conditions and
3 debris accumulations.

4 C. To notify COUNTY of any necessary repairs of the restroom
5 building.

6 D. To be responsible for turning off and on the irrigation
7 system at the launching facility.

8 E. To perform such other duties as may be necessary to main-
9 tain a proper facility.

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10 2. COUNTY agrees:

11 A. To pay to CONTRACTOR the sum of ONE HUNDRED FIFTY (\$150)
12 DOLLARS per month during the term of this agreement con-
13 ditioned upon the CONTRACTOR's submitting a proper claim
14 as may be required by the County Auditor-Controller.

15 B. To provide CONTRACTOR with the necessary supplies and
16 equipment.

17 3. This agreement is not assignable by CONTRACTOR in whole or in
18 part without the written consent of COUNTY first had and ob-
19 tained, and any such assignment without written consent of
20 COUNTY first had and obtained shall be null and void.

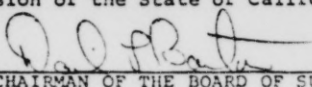
21 4. The parties hereto agree that CONTRACTOR, in the performance
22 of this agreement, shall act in an independent capacity and
23 not as an officer or employee of COUNTY.

24 5. The term of this agreement shall commence on the 1st day of
25 October, 1976, and shall terminate on the 30th day of Sep-
26 tember 1977. This agreement may be terminated by either
27 party hereto by a 30-day written notice of intention to ter-
28minate said agreement.

29 IN WITNESS WHEREOF, the parties hereto have executed
30 this agreement as of the day and year hereinabove set forth.

31 COUNTY OF YOLO, a political subdivi-
32 sion of the State of California

BY


CHAIRMAN OF THE BOARD OF SUPERVISORS

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ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *Pat E. Lucas*
DEPUTY

(SEAL)

Fernando Ayala
FERNANDO AYALA

Micro Fiched

FILED

Department of Health

OCT-21-1976

LAURENCE P. HENIGAN, Clerk

By Debra E. Conley
DEPUTY

11. IN WITNESS WHEREOF, the Contractor has hereunto set its hand and the seal of the Contractor, and the State of Tennessee, this 14th day of May, 2015.

1. The Contractor shall:

- A. Participate in the Special Supplemental Food Program for Women, Infants, and Children herein referred to as "WIC", in accordance with the "Standards Manual for Special Supplemental Food Program for Women, Infants, and Children" published by the Department of Health and in accordance with the applicable federal regulations.
- B. Enroll eligible persons residing in the target area until maximum enrollment as allocated by the State is achieved.
- C. Provide detailed instructions to each WIC participant on the proper use of the WIC food vouchers.
- D. Submit to the State prior to release, copies of all proposed publicity pertaining to the WIC Program; the State reserves the right to modify or withdraw said publicity.
- E. Distribute to local grocers, bulletins and supplementary information provided to the Contractor by the State.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA DEPARTMENT OF HEALTH COUNTY OF YOLO Samuel D. Jockey Samuel D. Jockey, Assistant Manager Financial Management Branch		CONTRACT NO. 100-100-100-100 COUNTY OF YOLO CHAIRMAN, BOARD OF SUPERVISORS COUNTY OF YOLO, STATE OF CALIFORNIA ADDRESS P.O. Box 1157, Woodland, CA 95694 PUBLIC HEALTH FEDERAL STATUTES OF 1976 HEALTH and Safety Code 109	
CONTINUED ON 2 DEPARTMENT OF GENERAL SERVICES Use ONLY		\$ 5,000 10/19/76 I hereby certify upon my own personal knowledge that the funds are available for the funding purposes of the award indicated above. SIGNATURE OF ACCOUNTS OF THE J. P. Clark APPROVAL OF THE Samuel D. Jockey 10/19/76	

03117

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

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5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED

OCT 2 1976

LAURENCE P. HUNGAN, Clerk

By..... Deputy

F. Serve only residents of the following geographic area: County of Yoak.

G. Determine eligibility according to the criteria prescribed in the "Standards Manual for Special Supplemental Food Program for Women, Infants, and Children" published by the Department of Health according to supplemental directives provided in writing by the State.

H. Provide WIC Program participants with ongoing pre-natal or well-child care from a Clinic operated by Contractor and monitor receipt of health care including maintenance of records in accordance with State directives for those participants receiving pre-natal or well-child care from health care providers other than Contractor.

I. Collect such medical information as is required by the State to evaluate the Program. Issue identification cards and distribute food vouchers to eligible individuals.

J. Submit reports in the format and in accordance with the time schedule prescribed by the State. The State reserves the right to assess a 1.5% penalty to the monthly claim for reimbursement for failure to adhere to specified time schedules.

K. Assume liability for identification cards and food vouchers during the interval between Contractor's receipt from the State and issuance to eligible WIC participants.

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L. Conduct a nutrition education program in accordance with the State approved plan for nutrition education. Priorities for nutrition education services shall be: first, pregnant and lactating women; second, parents or guardians of infants and children; and third, children if appropriate.

M. Orally inform each potential WIC enrollee of her right to a fair hearing.

2. Contractor agrees upon notification of termination of contract to cooperate in any and all efforts to refer patients to alternate sources of care and to attempt to maintain continuity of participation in the WIC Program for such persons.
3. Contractor shall not deny service nor threaten to deny services to participants on any basis other than those defined in State and Federal eligibility guidelines not shall Contractor use the WIC Program to promote interests other than those described in Federal regulations and the State Standards Manual.
4. The period of this contract shall be from July 1, 1976 through September 30, 1977.
5. This contract may be cancelled by either party by giving 30 days written notice to the other party.
6. The attached Exhibit "A(F)", entitled "Additional Provisions" are made a part hereof by this reference.
7. The State shall provide direct assistance by issuing food vouchers to the Contractor for distribution to a maximum of 100 participants monthly. Contractor will be notified in writing by the State of periodic adjustments in caseload and shall adhere to any changes made in maximum caseload.
8. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor, monthly in arrears, upon submission of an invoice in quadruplicate stating the contract number and reimbursement period for actual expenditures in accordance with the budget attached. Each claim for reimburse-

7-1-57

ment shall be adjusted to reflect expenditures incurred in providing services to that portion of the maximum authorized number of participants which the Contractor has served in the time period covered. The Contractor shall have the authority to transfer from one budget item to another an amount not to exceed by 25% or \$1,000, whichever is less, any individual item in the budget; that the Contractor submit an explanation of the need for such a transfer with the claim for reimbursement to:

Department of Health
WIC Program
714 "P" Street, Room 300
Sacramento, California 95814

- 9. The total amount of this contract shall not exceed \$ 8,000.
- 10. Budget: See attached Exhibit 'B'.

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STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance -- provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

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(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

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(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

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The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

1. List each item of expendable and non-expendable equipment having a unit value of \$50.00 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE #: _____

NAME OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE: _____

CONTRACT EQUIPMENT ALLOTMENT
FROM BUDGET EXHIBIT: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED
		Micro Fiched			

INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Health, Business Services Section, 714 P Street, Sacramento, California 95814, Attention: Property Control Element. The duplicate should be retained by you for your records. For information - Tele: (916) 445-3107.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of Health will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and
similar articles

Place tag on upper left-hand
corner of the front of the
left leg or pedestal just
under the top.

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Chairs

Place tag at center of the
rear edge of the seat.

One piece files
or cabinets

Place tag on the upper left-
hand corner of the front of
the frame.

Upholstered furniture

Place tag on the side of an
exposed leg.

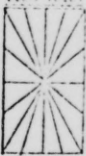
All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

BUDGET

Contract Area County of YoloContract Number 76-55578Contract Period July, 1976 - September, 1976

I. Administrative & Clinic Costs

A. Personal Services

Position	Employee	Percent Time	Rate	Total Per Position	Budget Item Total
PHN	_____	50%	\$1,227/mo.	\$1,242	
Occupational Assistant	_____	50%	632/mo.	250	

Total Salaries & Wages \$1,722Fringe Benefits (12.5%) 516

B. Operating Expenses

Rent 125Transportation and travel (15¢/mile) 632Telephone/Communications 50

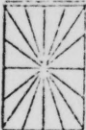
Total Administrative & Clinic Costs

(809-790-65-00)

\$2,672

II. Nutrition Education Costs

A. Personal Services

Position	Employee	Percent Time	Rate	Total Per Position	Budget Item Total
Nutrition Consultant	_____	131 hrs. ^{qty} mo.	\$7.58/hr.	\$ 960 *	
Work/Study Nutritionist (WIC pays % of salary)	_____	45 hrs/mo.	3.00/hr.	135	

Total Salaries & Wages \$1,100Fringe Benefits (12.5%) 170 *

B. Operating Expenses

Education and Training, Materials 375

Total Nutrition Education Costs

(809-790-6/-00)

\$1,657

TOTAL BUDGET

\$5,630

AGREEMENT NO. 76-271

CONTRACTOR
STATE AGENCY
STATE OF CALIFORNIA
DEC 11 1976
JURENCE HENIGAN, Clerk
By: [Signature]

THIS AGREEMENT, made and entered into this 30th day of July, 1976, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER AGING FOR STATE Assistant Manager, Financial Management Branch hereafter called the State, and	AGENCY Department of Health	NUMBER 76-56209
County of Yolo hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State herein after expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall:

- Participate in the Special Supplemental Food Program for Women, Infants, and Children herein referred to as "WIC", in accordance with the "Standards Manual for Special Supplemental Food Program for Women, Infants, and Children" published by the Department of Health and in accordance with the applicable federal regulations.
- Enroll eligible persons residing in the target area until maximum enrollment as allocated by the State is achieved.
- Provide detailed instructions to each WIC participant on the proper use of the WIC food vouchers.
- Submit to the State prior to release, copies of all proposed publicity pertaining to the WIC Program; the State reserves the right to modify or withdraw said publicity.

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The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Health		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION OR PARTNERSHIP) County of Yolo			
BY (AUTHORIZED SIGNATURE) [Signature]		BY (AUTHORIZED SIGNATURE) [Signature]			
TITLE Samuel D. Yockey, Assistant Manager Financial Management Branch		TITLE COUNTY OF YOLO, STATE OF CALIFORNIA			
		ADDRESS 10 Cottonwood Street, Woodland, CA 95695			
CONTINUED ON 2 SHEETS EACH BEARING NAME OF CONTRACTOR					
Department of General Services Use ONLY		FUND		Public Health Federal Fund	
\$ 22,505		Health & Safety Code		FISCAL YEAR	
UNENCUMBERED BALANCE		ITEM	CHAPTER	STATUTES	1976-1977
\$		109			
ADD INCREASING ENCUMBERANCE		FUNCTION			
\$					
ADD DECREASING ENCUMBERANCE		LINE ITEM ALLOTMENT			
\$		809-796-65-00			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the agreement stated above.		T.B.A. NO.		S.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE		11/18/76	
I hereby certify that all conditions for exemption set forth in State Administrative Manual section 1209 have been complied with and this document is exempt from review by the Department of Finance.		SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE	
BY [Signature]					

APPROVED
NOV 18 1976
BY [Signature]
Act'g Chief Counsel

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

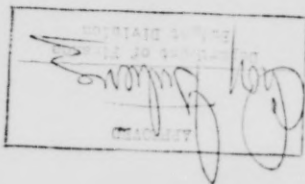
Micro Fiched

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
JAN 22 1976
CHIEF OF POLICE
Department of General Services



E. In conjunction with the State, assume a joint responsibility for monitoring and assisting local grocers in WIC voucher redemption as follows: Distribute information to grocers; respond and follow-up reported abuses of WIC vouchers; refer unresolved difficulties to the State; maintain a file of grocer contacts.

F. Serve only residents of the following geographic area: County of Yolo.

G. Determine eligibility according to the criteria prescribed in the "Standards Manual for Special Supplemental Food Program for Women, Infants, and Children" published by the Department of Health according to supplemental directives provided in writing by the State.

H. Provide WIC Program participants with ongoing pre-natal or well-child care from a Clinic operated by Contractor and monitor receipt of health care including maintenance of records in accordance with State directives for those participants receiving pre-natal or well-child care from health care providers other than Contractor.

I. Collect such medical information as is required by the State to evaluate the Program, issue identification cards, and distribute food vouchers to eligible individuals.

Micro Fiched

J. Submit reports in the format and in accordance with the time schedule prescribed by the State, which reserves the right to assess a 1.5% penalty to the monthly claim for reimbursement for failure to adhere to specified time schedules.

K. Assume liability for identification cards and food vouchers during the interval between Contractor's receipt from the State and issuance to eligible WIC participants. The State reserves the right to assess a penalty equal to or for a portion of the voucher value for vouchers lost or stolen.

L. Conduct a nutrition education program in accordance with a plan approved by the State for nutrition education including in-service training for the Contractor's staff, and offer such approved nutrition education services according to the following priorities: First, pregnant and lactating women; Second, parents or guardians of infants and children; and Third, children if appropriate.

M. Orally inform each WIC applicant of her right to a fair hearing.

N. Neither deny nor threaten to deny services to participants on any basis other than those defined in State and Federal eligibility guidelines nor shall Contractor use the WIC Program to promote interests other than those described in Federal regulations and the State Standards Manual.

2. Contractor agrees upon notification of termination of contract to cooperate in any and all efforts to refer participants to other WIC agencies in order to maintain continuity of participation in the WIC Program.

3. The period of this contract shall be from October 1, 1976 through September 30, 1977.

4. This contract may be cancelled by either party by giving 30 days written notice to the other party.
 5. The attached Exhibit "A(F)", entitled "Additional Provisions", is hereby made a part of this reference.
 6. The State shall provide direct assistance by issuing food vouchers to the Contractor for distribution to a maximum of 500 participants monthly. Contractor will be notified in writing by the State of periodic adjustments in caseload and shall adhere to any changes made in maximum caseload.
 7. This agreement is funded entirely from Federal funds made available to the State by the United States Department of Agriculture. The State may terminate this agreement whenever such federal funds are no longer made available; and the State shall immediately notify the Contractor of such termination.
 8. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor, monthly in arrears, upon submission of an invoice in quadruplicate stating the contract number and reimbursement period for actual expenditures in accordance with the budget attached. Each claim for reimbursement may be adjusted to reflect expenditures incurred in providing services to that portion of the maximum authorized number of participants which the Contractor has served in the time period covered. The Contractor shall have the authority to transfer from one budget item to another an amount not to exceed by 25% or \$1,000, whichever is less, any individual item in the budget provided that the Contractor submit an explanation of the need for such a transfer with the claim for reimbursement to:
- Department of Health
WIC Program
714 "P" Street, Room 300
Sacramento, California 95814
- Micro Fiched
9. The total amount of this contract shall not exceed \$ 22,505.
 10. Budget: See attached Exhibit 'B'.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance -- provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

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(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

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2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) **Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) **Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) **Nondiscrimination in Services, Benefits, and Facilities**

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The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) **Procedure for Complaint Process**

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

1. List each item of expendable and non-expendable equipment having a unit value of \$50.00 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE #: _____

NAME OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE: _____CONTRACT EQUIPMENT ALLOTMENT
FROM BUDGET EXHIBIT: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED
		Micro Filled			

INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Health, Business Services Section, 714 P Street, Sacramento, California 95814, Attention: Property Control Element. The duplicate should be retained by you for your records. For information - Tele: (916) 445-3107.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of Health will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and
similar articles

Place tag on upper left-hand
corner of the front of the
left leg or pedestal just
under the top.

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Chairs

Place tag at center of the
rear edge of the seat.

One piece files
or cabinets

Place tag on the upper left-
hand corner of the front of
the frame.

Upholstered furniture

Place tag on the side of an
exposed leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

CALIFORNIA WIC PROGRAM -- PROJECT BUDGET

Contractor Name County of YoloContract Number 76-56203Contract Period 10/1/76 to 9/77

A. Personal Services:

<u>Position</u>	<u>Employee</u>	<u>Percent Time</u>	<u>Rate</u>	<u>Total Per Position</u>	<u>Budget Item Total</u>
Public Health Aide	---	50%	\$623	\$3,798*	
Public Health Nurse Equiv.	---	50%	1,227	7,362*	
Nutritionist		43.66167	\$7.33/hr.	3,865*	
		Hrs./mo.			
Work-Study Nutritionist (WIC pays % of salary)		15 hrs./mo	3.00/hr.	540	
Total Salaries & Wages				15,565	
Fringe Benefits (18.5 %)				2,780	

B. Operating Expenses:

Rent	740
Transportation and Travel (.15/mile)	1,800
Communications	120
Educational and Training	1,500

Micro Fiched

(809-796-65-00)

BUDGET TOTAL

23,505

COED
NUMBER
HERE

AGREEMENT NO. 76-275

XEROX

Government Service Agreement

Xerox agrees to furnish and Customer agrees to hire the services of
4500 Copier with Auditron (to replace a 2400 copier now in use)

BILL CODE

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule Micro Fiched as revised from time to time.

Contract No.	Group No.
110800000	630

Customer Name and Billing Address

Installation Address

County of Yolo

County of Yolo, Departments of:

Auditor-Controller

Public Health

Rm 214 - Courthouse/P.O. Box 1068

Mental Health

Woodland, California 95695

Welfare

Agriculture

10 Cottonwood Street

Woodland, California 95695

Earliest Customer Acceptance Date

Equipment Purchase Order Required ☐ Yes ☐ No, If Yes Complete Below:

Equipment Purchase Order No.: From / / To / /

Special Reference Number

Customer authorizes initial supplies: ☒ Yes ☐ No
(Customer's Initials)

Supply Purchase Order No.: Supply Agreement No.:

Supply Purchase Order ☐ Not Necessary ☐ Attached ☐ To Follow

CUSTOMER'S SIGNATURE

XEROX CORPORATION

By: COUNTY OF YOLO By: Date

Title: Chairman Title: Empl. No. Branch
Form 55032 (Rev. 1-75) Board of Supervisors

BRANCH COPY

1 AGREEMENT NO. 76-276

*amended
by M.O. 76-1611*

2 (Agreement Providing Psychiatric Inpatient Treat-
3 ment Facility and Psychiatrist Services)

4 THIS AGREEMENT made and entered into this 20th day of
5 September, 1976, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter referred to as COUNTY,
7 and WOODLAND MEMORIAL HOSPITAL, a non-profit corporation, hereinafter
8 referred to as HOSPITAL,

9 WITNESSETH:

Micro Fiched

10 RECITALS:

- 11 1. COUNTY is desirous of providing inpatient psychiatric services for
12 certain residents of Yolo County who require such services but are unable
13 to obtain private psychiatric care.
- 14 2. HOSPITAL represents that it has inpatient psychiatric care facilities
15 available which comply with all requirements specified by the State
16 Department of Health and which are in accordance with the applicable
17 sections of Title IV of the California Administrative Code, hereinafter
18 called "the Code."
- 19 3. COUNTY has need of the professional services of psychiatrists for the
20 care of a) inpatients; b) day patients; c) emergency patients after
21 hours, week-ends, and holidays; and d) when Yolo County staff psychiatrists
22 are not available.
- 23 4. HOSPITAL represents that it has the aforesaid psychiatric services
24 available.
- 25 5. HOSPITAL agrees to provide the services for COUNTY described
26 herein pursuant to the terms and conditions set forth in this Agreement.

27 AGREEMENTS:

- 28 1. Description of Psychiatric Inpatient Facility Services.
- 29 A. The services provided by HOSPITAL in accordance with this Agreement
30 shall consist of inpatient psychiatric services in the psychiatric
31 unit at Woodland Memorial Hospital and shall include inpatient
32 service; partial hospitalization services such as day care, night care,
weekend care; and emergency services twenty-four (24) hours per day,

1 which services shall include the following:

- 2 1. Room and meals
- 3 2. Services of registered nurses, licensed vocational nurses,
4 aides and occupational therapists.
- 5 3. Medicines
- 6 4. Routine laboratory services consisting of CBC, urinalysis, chest
7 film and serology.
- 8 5. All other services needed for the proper and professional rendering
9 of the psychiatric care provided pursuant to this Agreement.

10 B. The patients served in accordance with this Agreement shall consist
11 of the following: Micro Fiched

- 12 1. Voluntary patients
- 13 2. Patients receiving the following services pursuant to the
14 Lanterman-Petris-Short Act (Welfare and Institutions Code
Sections 5000 through 5401, inclusive):
 - 15 a) 72-hour evaluation and treatment
 - 16 b) detention for evaluation and treatment without court
17 order (pending conservatorship)
 - 18 c) detention for evaluation and treatment with court order
 - 19 d) 14-day intensive treatment
 - 20 e) additional 14-day intensive treatment for suicidal persons
 - 21 f) 90-day Post Certification Treatment of imminently dangerous
22 persons.

23 C. All services provided in accordance with this Agreement shall satisfy
24 the standards set forth in Title IX, Chapter 1, Sub-chapter 3,
25 Article 10 of the California Administrative Code and any amendments
26 thereto promulgated while this Agreement is in force.

27 2. Description of Psychiatrist Services.

28 HOSPITAL agrees to provide to COUNTY during the term of this Agreement
29 the psychiatric services hereinafter described to patients referred to
30 HOSPITAL by the Yolo County Mental Health Services, hereinafter referred
31 to as SERVICE, in accordance with the local inpatient, partial hospitali-
32 zation and after-hours emergency service elements of the Yolo County Short-

1 Doyle Plan, all under the direction of and in accordance with utilization
2 review procedures to be developed by the Psychiatric Committee and
3 approved by the Program Chief of SERVICE. The service shall be performed
4 by licensed physicians and surgeons, hereinafter referred to as
5 PSYCHIATRISTS, who are certified or eligible for certification in
6 psychiatry by the American Board of Psychiatry and Neurology. The
7 services provided hereunder shall include the following:

8 A. Direct psychiatric evaluation and treatment at Woodland Memorial
9 Hospital and Yolo General Hospital of inpatients, day patients
10 and emergency patients. Micro Fiched

11 1. After hours, weekend and holiday treatment shall be provided
12 according to a schedule of rotation established by the Chairman
13 of the Psychiatric Committee at Woodland Memorial Hospital.

14 2. Treatment by psychiatrists of emergency patients during SERVICE's
15 normal office hours shall be compensable only if screened and
16 referred by SERVICE. Such referral shall be made only if a staff
psychiatrist is not available.

17 B. Consultation consisting of thorough preparation for and testimony at
18 hearings in guardianship, conservatorship, or involuntary treatment
19 proceedings arising out of psychiatric evaluation and treatment
20 provided under this Agreement.

21 C. Psychiatric consultation to other members of the professional staff
22 of Woodland Memorial Hospital, Yolo General Hospital, and Mental
23 Health Services to assist them in their management of emotionally
24 disturbed patients.

25 D. Communication to the Program Chief by psychiatrists of their findings
26 of any direct evaluation and treatment as soon as practically
27 possible.

28 E. Attendance, when requested, by SERVICE at staff meetings, and com-
29 pletion of all patient forms, legal forms, and medical records
30 with sufficient information to provide a clear and concise account
31 of the diagnosis and treatment, and to enable HOSPITAL to maintain
32 such records and provide such statistical and outcome evaluation

1 reports as may be required by State agencies or their delegates to
2 enable COUNTY to qualify for State funding of SERVICE, and services
3 required to implement the utilization review procedures approved
4 by the Program Chief of SERVICE.

5 3. Payment of Psychiatric Inpatient Facility Services.

6 A. The rate of compensation for services shall not exceed actual cost.
7 In no case shall the rate of compensation paid by COUNTY to HOSPITAL
8 for a service exceed Medi-Cal, Medicare or insurance rates for which
9 the patient would be liable to HOSPITAL were he not a Mental Health
10 Services patient. Micro Fiched.

11 B. Such compensation shall be reduced by such amounts HOSPITAL is
12 determined entitled by SERVICE screening to charge to the patient
13 under COUNTY's Short-Doyle Program eligibility standards, patient's
14 insurance coverage, Medicare program coverage, and Medi-Cal program
15 coverage.

16 C. COUNTY shall pay such amounts HOSPITAL has charged to patients but
17 which remain uncollected after billing and shown on HOSPITAL's books
18 ~~due (6) months~~ after the date that the service was rendered; ~~provided,~~
19 however, that subsequent collections of said amounts received by
20 HOSPITAL thereafter from any source other than COUNTY shall be
21 credited against any compensation due from COUNTY to HOSPITAL under
22 this or successor agreements.

23 D. The maximum payments from COUNTY to HOSPITAL during the term of this
24 Agreement shall be a sum not to exceed one hundred sixty thousand DOLLARS
25 (\$160,000) for psychiatric inpatient services of which \$60,000 are
26 Short-Doyle funds and \$100,000 are Short-Doyle Medi-Cal funds. This
27 ratio of Short-Doyle and Short-Doyle Medi-Cal funds can be revised
28 by the Program Chief of Mental Health Services, or his designee within
29 State and County budgetary limitations. Such payments shall be made
30 by COUNTY to HOSPITAL monthly upon submission of a claim, using posted
31 prevailing rates, to COUNTY countersigned and approved by the Program
32 Chief of SERVICE, detailing services rendered and time spent on each

category thereof.

E. HOSPITAL shall maintain full and complete records of services rendered and compensated, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for four (4) years.

4. Payment of Psychiatrist Services.

A. COUNTY agrees to pay compensation to HOSPITAL for the full range of physician's services rendered pursuant to Section 2, Sub-paragraphs A through E as follows:

B. Such compensation shall include \$2,000 maximum for E.C.T. plus the following formula for other services:

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<u>Type of Day</u>	<u>Number Per Year</u>	<u>Hours On Call</u>	<u>Hourly Rate</u>	<u>Total Per Day</u>
(1) Weekday	249	15	\$4.40	\$ 66.00
(2) Weekend Day	104	24	\$4.40	\$105.60
(3) Holiday	12	24	\$4.40	\$105.60

C. In the event any of the above psychiatrist services are not performed, such compensation shall be reduced by multiples of the above hourly rate for time on call or the RVS equivalent of the service not rendered.

D. The maximum payments from COUNTY to HOSPITAL during the term of this Agreement shall not exceed thirty thousand six hundred eighty-four DOLLARS (\$30,684) for psychiatrist services. Such payments shall be made by COUNTY to HOSPITAL monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE setting forth in detail a description of the services rendered.

5. Relationship of Parties.

The relationship of COUNTY and HOSPITAL is and shall be construed to be that HOSPITAL is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of HOSPITAL an employee, agent or contractor of COUNTY, for any purpose, nor shall he be construed to be so.

////////////////

1 6. Liability.

2 HOSPITAL assumes all responsibility for psychiatric inpatient facility
3 services covered under the performance of this Agreement. HOSPITAL shall
4 purchase and maintain for the duration of this Agreement a policy of
5 malpractice insurance in the amount of \$1,000,000/\$1,000,000 specifically
6 designating COUNTY as an insured for all purposes. HOSPITAL will carry
7 or require the psychiatrists providing psychiatrist services pursuant
8 to this Agreement to present evidence of malpractice insurance coverage
9 in the amount of \$1,000,000/\$1,000,000. HOSPITAL agrees to defend, indemnify
10 and hold COUNTY harmless from any and all claims, liability or loss arising
11 in any way out of the performance of this Agreement. Micro Fiched

12 7. Community Services Systems Manual.

13 HOSPITAL agrees to comply with all of the provisions contained in the
14 Community Services Systems Manual as outlined in Exhibit "A" attached
15 hereto and incorporated herein.

16 8. Amendments.

17 This writing together with the Exhibit attached hereto, fully expresses
18 the understanding of the parties and shall constitute the final agreement.
19 No addition to, deletion or alteration of, the terms of this Agreement,
20 whether by written or verbal understanding of the parties, or the officers,
21 agents or employees, shall be valid unless made in the form of a written
22 amendment to this Agreement which is formally approved and executed by
23 the parties executing this Agreement or their successors in office.

24 9. Term.

25 This Agreement shall commence on July 1, 1976, and terminate June 30,
26 1977. This Agreement may be terminated by either party upon sixty
27 (60) days' written notice to the other of such intention. Such notices
28 may be given as follows:

29 COUNTY:

30 Yolo County Mental Health Services
31 P. O. Box 1217
Woodland, California 95695

32 //////////////////////////////////

1 CONTRACTOR:

2 Woodland Memorial Hospital
3 1325 Cottonwood Street
4 Woodland, California 95695

5 10. Other Agreements.

6 This Agreement supersedes all other agreements between the parties for
7 psychiatric service.

8 IN WITNESS WHEREOF, the parties have executed this Agreement as
9 of the day and year hereinabove set forth.

10 COUNTY OF YOLO, a political subdivision
11 of the State of California

Micro Fiched

12 BY *David J. B...*

13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 ATTEST:

15 LAURENCE P. HENIGAN, CLERK

16 *Laurence P. Henigan*
17 DEPUTY

18 WOODLAND MEMORIAL HOSPITAL, a non-profit
19 corporation

20 BY _____

21 ADMINISTRATOR

22 MENTAL HEALTH SERVICES

23 BY _____

24 PROGRAM CHIEF

25 CHARLES R. MACK
26 COUNTY COUNSEL
27 BY: *Charles R. Mack*
28 DEPUTY COUNTY COUNSEL
29
30
31
32

EXHIBIT A
COMMUNITY SERVICES SYSTEMS MANUAL
CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

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The contractor requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.
12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

RECEIVED

FILED

DEC 6 - 1976

DEC - 0076

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 76-277

LAURENCE P. HENIGAN, Clerk

By *Debra E. Conley*
Deputy

Deputy

(Amendment to Agreement No. 76-15 for housing the offices and facilities of YOUTH SERVICES BUREAU)

THIS AMENDMENT TO AGREEMENT NO. 76-15 made and entered into this 28th day of September, 1976, by and between the UNITED CHRISTIAN CENTER OF THE GREATER SACRAMENTO AREA, a corporation, hereinafter referred to as LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, by and on behalf of the YOUTH SERVICES BUREAU, hereinafter referred to as TENANT,

W I T N E S S E T H :

Micro Fiched

RECITALS:

1. The parties hereto have entered into Agreement No. 76-15 wherein LANDLORD leased to TENANT, and TENANT hired on the terms and conditions set forth therein those certain premises situated in the Town of Broderick, County of Yolo, located at 110 Sixth Street, Broderick, California.
2. The parties hereto desire to amend said Agreement No. 76-15 to amend Paragraph 2 thereof to provide as follows:
 2. TERM. The term of this Lease shall be from the date of execution hereof and shall continue on a month-to-month basis, terminable by either party hereto upon thirty (30) days' written notice to the other party.
3. All other provisions of said Agreement No. 76-15 are hereby incorporated herein by this reference and shall remain in full force and effect for the term hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

///

///

COUNTY OF YOLO, a political subdivision of the State of California

BY

D. L. B. B.
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY

Pete E. Lucas
DEPUTY

(SEAL)

Micro Fiched

UNITED CHRISTIAN CENTERS OF THE
GREATER SACRAMENTO AREA, a corporation

BY

George H. Turner
Executive Director

BY

Clifford B. Trayer
President

FILED

OCT - 5 1976

LAURENCE P. HENIGAN, Clerk

By *Pauline H. Polgas*
DEPUTY

AGREEMENT NO. 76-278

(Agreement for Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 28th day of
September, 1976, by and between the COUNTY OF YOLO, a political sub-
division of the State of California, hereinafter called COUNTY, and
JOANN TROLINGER, hereinafter called CONTRACTOR.

W I T N E S S E T H

Micro Fiched

RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner.
2. COUNTY has the need for said services of such a family nurse practitioner for a limited period of time.

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
 - A. Using basic nursing knowledge and skills of interviewing, observation, counseling, guidance, and health instruction as required.
 - B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
 - C. Coordinating patient and family care.
 - D. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services;
 - 1) Takes detailed health history.
 - 2) Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation.
 - 3) Orders necessary laboratory tests.
 - 4) Takes appropriate smears and cultures.
 - 5) Draws blood for test purposes.
 - 6) Gives immunizations.
 - 7) Diagnoses and treats common and/or relatively stable illnesses.
 - 8) Initiates prescriptions to be countersigned by the physician for medications other than narcotics or other dangerous drugs.

- 1 9) Conducts growth and development testing.
2 10) Gives health instruction to patients and families.
3 11) Counsels patient and families regarding total health
4 needs.
5 12) Provides guidance and consultation to PHN staff PRN.
6 13) Refers patients to physician when appropriate.
7 14) Does problem centered recording.
8 2. CONTRACTOR shall provide said services at all times as an
9 independent contractor and not as an employee of the County
10 of Yolo. Micro Fiched
11 3. For said services, CONTRACTOR shall be paid the sum of TEN
12 DOLLARS and SIXTY-TWO CENTS (\$10.62) per hour for a maximum
13 of one hundred and twenty (120) hours per month. Said payment
14 shall be made by COUNTY to CONTRACTOR upon her submission of
15 a claim to COUNTY, countersigned and approved by the Health
16 Officer of COUNTY.
17 4. CONTRACTOR shall commence services on the 16th day of August,
18 1976, and shall continue to perform said services until the
19 Nurse Practitioner vacancy in County service is filled by a
20 regular appointment but not beyond the 30th day of June, 1977.
21 During said period of time, CONTRACTOR shall work for a
22 maximum of one hundred and twenty (120) hours per month.
23 5. Either party may terminate this contract upon delivery to the
24 other party of thirty (30) days' notice of such termination.

25 IN WITNESS WHEREOF, the parties hereto have executed
26 this agreement as of the day and year hereinabove set forth.

27 COUNTY OF YOLO, a political subdivi-
28 sion of the State of California

29 BY David B. Butler
30 CHAIRMAN OF THE BOARD OF SUPERVISORS

31 CONTRACTOR -

32 CHARLES R. MACK
COUNTY COUNSEL
BY: Charles R. Mack
DEPUTY COUNTY COUNSEL

Joann Trolinger
JOANN TROLINGER

9-30-76

FILED

OCT - 5 1976

LAURENCE P. HENIGAN, Clerk

By *[Signature]* Deputy

AGREEMENT NO. 76- 279

(Agreement for Janitorial Services for the County of Yolo Mental Health Buildings located at ~~MM~~ 201 and 213 West Beamer Street, Woodland, California)

THIS AGREEMENT, made and entered into this 5th day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and OTTO H. SPRINK, dba RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, CA. 95691, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to furnish sufficient personnel, with requisite skills, to provide janitorial services for the entire interiors of the County of Yolo Mental Health Department buildings located at 201 ~~ZXX~~ and 213 West Beamer Street, Woodland, California, and the exterior areas adjacent to the buildings.

A. Services shall include:

1. Daily (Five days per week)

a. Dust mop all tiled floors with oiled dust mop.

b. Empty waste baskets.

c. Empty ash trays and clean.

d. Dust office equipment and horizontal surfaces of desks, chairs, bookcases, filing cabinets, etc.

e. Clean sinks in kitchens.

f. Vacuum all carpeted areas.

g. Spot clean walls and carpets as required.

h. Replace burned out lights bulbs. (Replacements furnished by COUNTY).

i. Clean, polish and disinfect wash basins, toilets and urinals in rest rooms.

j. Damp mop restroom floors.

k. Fill soap, towel, seat cover and toilet tissue

dispensers. (Supplies furnished by COUNTY).

1. Wet mop all vinyl floors with disinfectant cleaner.
- m. Remove accumulated trash to outside refuse container.
- n. Sweep porches, steps and sidewalks to street as necessary.

2. Weekly

- a. High dust ceilings, moldings and light fixtures.
- b. Vacuum fabric covered furniture.
- c. Damp wipe vinyl furniture. Micro Fiched
- d. Damp wipe wastebaskets, if necessary.
- e. Dust vertical surfaces of desks, cabinets, chairs, etc.

3. Monthly.

- a. Wax vinyl floors.

4. Semi Annually

- a. Wash all windows, inside and out, and wash window screens.

5. Annually

- a. Steam clean all carpets thoroughly.
6. At all times, maintain custodial storage room in a neat and orderly condition.

B. The period of the contract shall be from October 1, 1976 through September 30, 1977, and shall be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of this contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the thirty (30) day period preceding the expiration date of this contract.

C. Cleaning services shall be performed five days each week except for weekly official holidays recognized by COUNTY. On Monday through Thursday, work shall commence after 10:00 P.M.

2 D. Only the highest standards of cleanliness are acceptable.
3 Inability to achieve and maintain such standards may result
4 in issuance of a "Notice of Inadequate Performance specifying
5 a 30 day warning period for attaining the desired cleanli-
6 ness. If appropriate standards are not achieved within
7 the 30 day period the contract may be revoked upon 15
8 day written notification to CONTRACTOR. Micro Fiched

9 E. Supervisory personnel of CONTRACTOR shall make inspection
10 of the premises at least once each week to assure adequate
11 performance of contract specifications. One day prior to
12 the accomplishment of the annual and semi-annual service,
13 CONTRACTOR shall notify the Department Head, County
14 Buildings and Grounds, phone 666-8208, that such services
15 are to be accomplished.

16 F. Unusual occurrences or problems - unlocked doors,
17 stopped up plumbing, leaks, broken windows or fixtures, etc.
18 will be reported to the Department head specified above.

19 G. Supplies furnished by COUNTY may be replenished by
20 CONTRACTOR notification of Department Head specified above.

21 H. CONTRACTOR employees shall not use telephones, disturb
22 paper on desks, in cabinets or in drawers, and shall not
23 tamper with personal property.

24 I. CONTRACTOR shall provide all equipment and supplies
25 necessary to accomplish the custodial tasks - except
26 those items of supply specified herein which are to be
27 provided by COUNTY.

28 J. CONTRACTOR shall insure that all building lights are
29 out except those necessary for the cleaning crew in the
30 area being worked. Upon leaving the building, cleaning
31 crew must extinguish lights and lock all doors.

32 K. CONTRACTOR shall provide necessary containers to convey

1 trash to outside refuse collection point.

2 L. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify
3 and save harmless COUNTY, its officers, agents and employees,
4 from any and all claims and losses accruing or resulting to
5 any and all contractors, subcontractors, materialmen,
6 services, materials or supplies in connection with the per-
7 formance of this contract, and from any and all claims and
8 losses accruing or resulting to any person, first, or
9 corporation who may be injured or damaged by CONTRACTOR in
10 the performance of this contract.

Micro Fiches

11 M. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own
12 expense, maintain in full force and effect a policy or
13 policies of public liability insurance insuring COUNTY and
14 CONTRACTOR against liability for injury for persons and
15 property and for death of persons arising from any accident,
16 injury or damage resulting from furnishing or supplying
17 work, services or materials or supplies in connection with
18 the performance of this contract. Each such policy shall
19 be subject to approval by COUNTY as to form and insurer.
20 The liability under such insurance shall not be less than
21 \$100,000.00 for any one person injured or killed and not
22 less than \$300,000.00 for any one accident, and not less
23 than \$50,000.00 for property damage. CONTRACTOR shall
24 provide COUNTY with certificates of all policies, including
25 in each instance an endorsement that such insurance shall
26 not be cancelled without ten (10) days notice to COUNTY.
27 N. CONTRACTOR shall maintain adequate Workmen's Compensation
28 Insurance sufficient for the protection of himself and his
29 employees.

30 2. In consideration of the covenants of CONTRACTOR herein,
31 COUNTY agrees to pay CONTRACTOR the sum of FOUR HUNDRED FIFTY
32 EIGHT DOLLARS (\$458.00) per month.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement on the day and year first above written.

3
4 COUNTY OF YOLO, a political subdivision
5 of the State of California,

6 BY David S. Bate
CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 VERNY
LAURENCE P. HENIGAN, CLERK

9 BY W. E. Lucas
10 DEPUTY

11 (SEAL)

Micro Fiched

12
13 RELIABLE MAINTENANCE

14 BY Otto H. Sprink
15 OTTO SPRINK - CONTRACTOR